891.

SUPREME COURT OF THE UNITED STATES.

No. 109.

JOHN PERKINS, APPELLANT,

vs.

EDWARD P. FOURNIQUET AND WIFE.

APPEAL FROM THE CIRCUIT COURT, U. S., FOR THE SOUTHERN DISTRICT OF MISSISSIPPI.

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E. P. Fourniquet et Ux.
vs.
John Perkins.

Pleas before the honorable Samuel J. Gholson, district judge of the United States, at a circuit court of the United States, begun and held at the town of Jackson, in and for the ninth circuit and southern district of Mississippi, at the May term, in the year of our Lord one thousand eight hundred and forty-nine.

Be it remembered, that heretofore, to wit, on the 19th day of October, A. D. 1847, John Perkins, by his solicitor, H. S. Eustis, filed the following transcript in the clerk's office of the circuit court of the United States for said district, which is in the words and figures following, to wit:

Proceedings in the southern district chancery court, held at Mississippi city, in the county of Harrison, and State of Mississippi, for the counties of Jackson, Harrison, Green, Hancock, and Perry, on the second Monday of August, being the ninth day of said month, in the year of our Lord one thousand eight hundred and forty-seven, the honorable James M. Smiley, vice chancellor of the southern district of the State of Mississippi, solely presiding; Thomas A. Hester, sheriff; and A. W. Richards, clerk.

Personally came and appeared in open court Daniel Mayes, W. A. Champlin, John Henderson, J. C. Monett, T. S. Lunley, D. W. Hurst, Thomas White, and R. Seal, who were sworn in open court as attorneys and counsellors at law in this court; Daniel Mayes, esq., presented to the court a license from William L. Sharkey, chief justice of the high court of errors and appeals of the State of Mississippi, to Robert N. Ogden, authorizing him to practise as an attorney and counsellor at law in the several courts of law and equity in this State, dated the 9th day of August, 1847, and moved that he be admitted to take the oath prescribed by law; whereupon the said R. N. Ogden appeared in open court, and was sworn as attorney and counsellor at law of this court.

Petition.

E. P. Fourniquet
vs.
John Perkins.

In the southern district chancery court of the State of Mississippi, at the August term thereof, A .D. 1847, before the honorable James M. Smiley, vice chancellor of the State of Mississippi, for the southern district.

The petition of John Perkins, defendant, in the above entitled suit, humbly showeth, that he is a citizen and resident of the State of

Louisiana, as is shown by the complainant's bill, and as he is ready to verify by proofs, and that the matter in dispute in this suit exceeds the sum of five hundred dollars, as is also shown by the bill; and he prays that this cause may be removed for trial into the next circuit court of the United States, to be holden at Jackson, in the district of Mississippi, on the first Monday of November next, and he hereby offers to furnish good and sufficient security, in such sum as your honor may direct, for the entering in said circuit court, on the first day of its session, or sooner, copies of the process against him in this suit, and his appearance there; and your petitioner as in duty bound will ever pray.

R. N. OGDEN, *Solicitor, &c.,*
Attorney for John Perkins.

Filed in open court, August 9th, 1847.

A. W. RICHARDS, *Clerk.*

E. P. FORNIQUET et UX.
vs.
JOHN PERKINS.

In the southern district chancery court of the State of Mississippi, at the August term, A. D. 1847.

In this case the defendant, John Perkins, having at the time of entering his appearance in this court filed his petition praying for the removal of this cause for trial into the circuit court of the United States, for the southern district of Mississippi, and offered his bond, with R. N. Ogden and W. H. Teagarden as his sureties, for the entering in said court on the first day of its next session, viz., the first Monday of November next, copies of the process against him in this suit, and his appearance in said circuit court; it is, on motion of the defendant, by his attorney and solicitor, R. N. Ogden, ordered by the court, that the amount of said bond be fixed at the sum of five hundred dollars, and that the sureties offered be approved and accepted, and that this cause be removed into the said circuit court, and that all proceedings herein be copied and certified by the clerk.

(*Bond.*)

Know all men by these presents, that we, John Perkins as principal, Robert N. Ogden and W. H. Teagarden as his sureties, are held and firmly bound in favor of Edward P. Fourniquet and Harriet J. Fourniquet, his wife, in the sum of five hundred dollars, the payment of which to their heirs, executors, administrators, and assigns, shall be well and truly made by us, our heirs, executors, or administrators.

Whereas, on this ninth day of August, 1847, the said John Perkins presented his petition to the honorable southern district chancery court of the State of Mississippi, sitting at Mississippi city, praying that a certain suit in chancery therein pending, in which said Fourniquet and wife are complainants, and said Perkins is defendant, may be removed for trial to the circuit court of the United States, to be holden at the

town of Jackson, in the district of Mississippi, on the first Monday of November next, and has obtained from said court an order granting said prayer on the executing and filing of this land. Now, therefore, the condition of this bond is such, that if the said John Perkins shall enter in the said circuit court, on or before the first day of next session, copies of the process against him in this suit, and his appearance there, then, and in that case, this bond shall be void, and otherwise it shall remain in full force and virtue in law.

Witness our hands and seals, at Mississippi city, on the ninth day of August, 1847.

JOHN PERKINS, [SEAL.]
By R. N. OGDEN, *his agent.*
R. N. OGDEN, [SEAL.]
As security.
W. H. TEAGARDEN. [SEAL.]

Endorsement on bond.

Filed in open court, August 9th, 1847.
A. W. RICHARDS, *Clerk.*

(*Bill.*)

E. P. FOURNIQUET AND HARRIET J., his wife,
vs.
JOHN PERKINS.

In the southern district chancery court of the State of Mississippi, at the August term thereof, A. D. 1847. To the honorable James A. Smiley, vice chancellor of the State of Mississippi, for the southern district.

Your orators, Edward P. Fourniquet and Harriet J. Fourniquet, his wife, (formerly Harriet J. Bynum,) humbly complaining, show to your honor, that John Perkins, a citizen of the State of Louisiana, but at present temporarily within this State, on the 12th day of April, A. D. 1829, by a certain deed executed to him by Benjamin S. and Mary C. Bynum, (the brother and sister of your orator, Harriet J., obtained the conveyance of title to him of the half part of a plantation situated on Lake Concordia, in the parish of Concordia, and State of Louisiana, containing 1040 acres, more or less, on which said undivided half part, or 520 acres, there was 150 acres or more of cleared land. Your orators show that the undivided interest of 520 acres, so received by the defendant, formed the half of a very valuable tract that had belonged to, and been worked by, Benjamin Bynum, the father of your orator Harriet, and which continued to be worked as a cotton plantation after the transfer to the defendant, and is fully worth the sum of fifty dollars per acre, for which price, as your orators are advised and believe, lands immediately adjoining thereto have been sold within these few years past.

Your orators show that the defendant received the said land, under form of an absolute deed in fee simple to himself and his heirs, and purporting to be for the consideration of one thousand dollars, by him, the said Perkins, paid to the said Benjamin S. and Mary C. Bynum; but your orators are now advised and believe, and so charge the truth to be, that said conveyance was in truth and verity, and so intended to be, a gift of donation to your orator Harriet, while yet a minor, by her brother and sister, and for which the defendant paid nothing; and that the object of the brother and sister in transferring the said 520 acres of land to the defendant was, that he should hold the same in trust, and for the use and benefit of the said Harriet during her minority; that the same might be united to the one greater interest, or 260 acres, which your orator Harriet had inherited from her father in the same lands, and thus together form a suitable planting interest for her out of the paternal inheritance; and as the said defendant was the step-father of your oratrix Harriet, and of the brother and sister, and had, therefore, acted as guardian, and was still acting as *their* guardian of the said Harriet, and making much profession of love and affection for them all, and pretending to regard their property with great zeal and disinterestedness, the grantors in said deed, acting from a spirit of unsuspecting confidence, adopted the form of an absolute conveyance, and for no other consideration moving them; that *on* consequently not doubting that the defendant would execute the trust, and convey the same as he promised to do to your oratrix Harriet, when she should arrive at her majority.

But now, so it is, may it please your honor, the said defendant, availing himself of his absolute deed, took advantage of the same, and possessed and used the property as his own, and never communicated to your oratrix the fact that he held the same in trust, until the same was disclosed to them by defendant's answer to a certain suit in equity, instituted against him by E. P. Fourniquet et Ux. and Martin W. Ewing et Ux., in the circuit court of the United States, for the State of Louisiana, which answer to the suit aforesaid was filed by the defendant on the 6th day of January, 1845, which answer is prayed to be taken as a part hereof, and will be relied on as evidence upon the hearing of the cause.

Your orators show, that until the coming in of said answer the said defendant, with an intention to defraud and deceive your orators, preserved an entire silence in relation to the interest of the trust upon which he had received the said lands, and would not then, as your orators believe, have disclosed the same, but as palliation and excuse for greater wrongs and injuries done to the estates of your orators, which fell into his hands by reason of his marriage with your orator's mother, Mrs. Mary Bynum, widow of Benjamin Bynum, and for this breach of trust pretending most entirely that he had made some equivalent remuneration. Soon after the execution of said deed of gift the grantor, Benjamin S. Bynum, died, and while your orator was yet a minor and at school, and the said Mary C. Bynum, who has ever continued in

friendly and confidential relations with the defendant, so far as known to your orators, has remained satisfied in the belief that the defendant had done all that was just and right in the execution of the trust, never reported the facts to your orators, and *the* so obscured has ever remained concealed from your orators, until the defendant, called upon under judicial constraint to explain the transaction, made tardy confession of the trust, as above charged; and, upon the transaction as now divulged, your orators expressly charge a systematic intention on the part of the defendant to possess himself of the said trust property to his own use, and to keep your orators in utter ignorance of the right thereon. In support of this charge your orators first note the concealment of the trust, until extracted in the manner before shown.

2d. That defendant, as guardian to your oratrix Harriet J., rented to Samuel Davis, A. P. Mellen, Mr. Blunt, and others, her separate interest of ¼ of said plantation which she had inherited from her father, and in his accounts as her guardian gave her credit for the rent of the same; while, at the same time, and in some instances to the same person, he entered the five hundred and twenty acres of trust lands, and appropriated the rent thereof to his own use and benefit, rendering his accounts as guardian to your oratrix Harriet, bringing her largely in his debt, which debt was paid and satisfied by your orator Fourniquet, after his marriage with said wife, Harriet.

3d. The defendant, on the 23d day of January, 1833, before the marriage of your orators, and while the said Harriet was a minor, sold the said trust property to Samuel Davis, in his own name, for a valuable consideration and without notice of the trust, and appropriated the proceeds of the sale to his individual and sole benefit.

4th. The defendant, previous to *her* sale to Samuel Davis, offered to sell to A. P. Merrill and others, the said trust property, claiming and representing it as his individual property. From other, and like facts, your orators draw the conclusion of a studied intention, on the part of the defendant, to deceive and defraud your orators out of the property so held in trust; *what* fraudulent design he afterwards accomplished by the sale thereof, for a valuable consideration, without notice to the purchaser of the secret trust, which encumbered the title, and leaving your orators without other redress than a personal account against defendant for the breach of trust as aforesaid; wherefore, in consideration of the premises, and inasmuch as the subject matters of trusts, frauds, and concealments are particularly within the jurisdiction of the court, and that your orators, by reason of the absolute deed held by the defendants for the said trust property, cannot have full and adequate remedy at law, your orators pray that your honor will grant unto them the writ of subpœna, directed to the defendant, commanding him to be and appear at the next term of the honorable court, to be holden at the court-house of Harrison county, at Mississippi city, on the second Monday in August next, and then and there to be, and remain, and abide by such further orders of the court in the premises as may be considered of or decreed against him; and that upon final hearing of this

cause your honor will adjudge and decree that defendants do account to and with your orators, for all rents and profits received by him for the land aforesaid while they were held by him in trust aforesaid, and for the highest price it may be proven said lands were worth a long time since the violation of said trust by the sale aforesaid, with interest at the rate of 8 per centum per annum on the price and value of said lands, from the date of said sale till the coming in of the master's report, computed with annual rests on said interest account.

And that the defendant may, upon his corporeal oath, full, true, and perfect answers make to all matters and things herein alleged against him, as fully as if herein again set forth, and he specially thereunto interrogated, and that he may distinctly set forth and answer the following interrogatories:

First. Did you, or did you not, on the 12th of August, 1818, intermarry with Mrs. Mary Bynum, widow of Benjamin Bynum; did she not die on or about the 12th of August, A. D. 1824?

Second. How many of the Bynum children were living on the 21st of April, 1829; with whom and where were they living? State particularly; where was Benjamin S. Bynum, Mary C. Bynum, and Harriet J. Bynum born; and where did Benjamin S. Bynum die.

Third. Where was Harriet J. Bynum and Edward P. Fourniquet married?

And may it please your honor to grant unto your orators all such other and further relief in the premises as to equity may seem meet, and in accordance with the case made out and established against the defendant on the hearing of this cause; and as in duty bound your orators will ever pray, &c.

E. P. FOURNIQUET,
HARRIET J. FOURNIQUET,
JOHN HENDERSON,
Compl't's solicitor.

Filed June 2d, A. D. 1847.

A. W. RICHARDS, *Clerk.*

(*Subpœna.*)

THE STATE OF MISSISSIPPI,
Southern district chancery court, of the State of Mississippi.

To John Perkins: For certain causes offered before us in our southern district chancery court of the State of Mississippi, we strictly enjoin you that, laying all other matters aside, and notwithstanding any excuse, you personally appear at the southern district chancery court, to be holden at the court-house in Mississippi city, Harrison county, on the second Monday of August next ensuing, to answer a bill of complaint exhibited against you by Edward P. Fourniquet and Harriet J., his wife; complainants in our said court, and further to do and receive what our said court shall have considered of in this behalf; and this you shall in no wise omit, under the penalty of one hundred dollars, as

well as the consequences that may fall thereon, and have then there this writ.

Witness the honorable James M. Smiley, vice chancellor of the southern district of the State of Mississippi, the second Monday of February, A. D. 1847, and the seal of said court.

[L. S.]

Issued the 4th day of June, A. D. 1847, to the sheriff of Claiborne county to execute.

A. W. RICHARDS, *Clerk.*

Sheriff's return.

Executed on John Perkins, and gave him a copy by request, July 17th, 1847.

R. M. MOORE, *Sheriff,*
DANIEL J. DOHEN, *D. S.*

Returned into clerk's office this 5th day of August, A. D. 1847.
A. W. RICHARDS, *Clerk.*

THE STATE OF MISSISSIPPI,
Southern district chancery court.

I, A. W. Richards, clerk of the southern district chancery court of the State aforesaid, do hereby certify, that the foregoing pages contain a true and perfect copy of the petition, bond, bill, and proceedings, subpœna and sheriff's thereon, as now remain on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, this 10th day of August, A. D. 1847.

[L. S.]

A. W. RICHARDS, *Clerk*
Southern district chancery court.

And afterwards, to wit, on the 12th day of November, A. D. 1847, the said defendant, by his attorney, filed his answer herein to complainants' bill of complaint, in the words and figures following, to wit:

EDWARD P. FORNIQUET and Harriet S., his wife,
vs.
JOHN PERKINS.

In the United States circuit court, for the southern district of Mississippi.

To November term, 1847.

And the said defendant, John Perkins, who is a citizen of the State of Louisiana, saving and reserving to himself the benefit of all exceptions that can or may be taken to the many errors in said bill contained, for answer to so much and such parts thereof as he is advised is material for him to answer to, answering, saith: True it is that Benjamin S. Bynum and Mary C. Bynum, the brother and sister of the complainant, Harriet, conveyed to respondent, by deed of 12th April, 1829, the undivided half part of a tract of land, lying on Lake Concordia, in the

parish of that name, in the State of Louisiana. True it is that the land was worked by Benjamin Bynum, the father of the complainant, in his lifetime. The tract of 1040 acres was property held in community by the said Benjamin Bynum and his wife Mary, who, after his death, intermarried with respondent. The said Mary Bynum, afterwards Mary Perkins, now deceased, by her will bequeathed the said tract of 1040 acres to her four children of the Bynum family, to the exclusion of her three children of the Perkins family. This disposition is invalid by the laws of Louisiana, as your respondent is advised, but no objection has hitherto been made to it by this respondent, nor by her children, William and John Perkins, who are still surviving, resident in Louisiana, and each of whom has a legal interest in said land, as heir to his mother. According to said will, each of the four children of the Bynum family became entitled to 260 acres, or the undivided fourth of the whole tract of 1040 acres. Benjamin S. and Mary C. Bynum conveyed their undivided interest in the land as before stated to this respondent; but respondent altogether denies that said conveyance was made to him for the benefit of the complainant Harriet, under any trust whatever, created by said grantors.

Respondent further answering, states that true it is that in the answer of this respondent to a certain bill in chancery filed against this respondent by the said complainant, E. P. Fourniquet and Wife, and Martin W. Ewing and Wife, in the United States circuit court, for the circuit, holding sessions in New Orleans, this respondent uses the following language, viz: And in the spirit of confidence and affection which has ever and until the time of his death continued to exist between him, viz., Benjamin S. Bynum and this respondent, that he, the said Benjamin S. and his sister Mary C., should convey their interest in the Concordia lands to this respondent, to be held in trust for their said sister Harriet, and to be conveyed to her at a proper time and for her greater interest and advantage; and in pursuance of the agreement the said Benjamin S. Bynum and Mary C. Bynum did convey to your respondent their undivided interest in said lands by deed bearing date on the twenty-first day of April, 1829, &c. But this respondent states the fact to be, that the trust therein spoken of for the benefit of said Harriet was such only as was entirely created by this respondent only, at the time of said conveyance, without any consideration whatever for the same passing from said Harriet or from the said grantor, and was in fact an expression of benevolent intention which this respondent then entertained in favor of said Harriet. And this respondent altogether denies that any trust was then, or at any other time, attached to said conveyance, or was ever so intended to be by them created or imposed, so as in any way or form to hinder or prevent this respondent from disposing of said land as his own property.

Respondent further answering submits, that he is a bona fide purchaser for valuable consideration without notice, and claims the benefit of said defence as fully as if the same were formally pleaded in bar to the matters and things set forth in complainants' bill.

Respondent further answering states, that the consideration of said conveyance was as follows, viz., to said Benjamin S. Bynum this respondent conveyed a plantation, lying in the county of Claiborne, in the State of Mississippi, called Long Branch, containing about 934 acres; and to Mary C., who afterwards married Judge Eskridge, a tract of land adjoining Long Branch, containing 780 acres. Each of these tracts was of greater value than the land conveyed by them respectively to respondent; and the transaction arose from a desire on the part of respondent to aid and benefit the said Benjamin S. Bynum and Mary C. Bynum.

This respondent further answering saith, that true it is that at the time of said conveyance from said Benjamin S. and Mary C. to this respondent, it was the intention of respondent at a subsequent day to make donation of it to the complainant Harriet, in order that with her undivided interest of 260 acres she might have a tract large enough for a plantation, say 780 acres. But your respondent is advised and submits, that such intention is no foundation in nature for any claim in law or equity on the part of complainants.

Respondent further answering states, that Benjamin S. Bynum died after said conveyance, and the complainant Harriet, as one of his heirs at law, became the owner of one-third of the said Long Branch plantation, and in conjunction with her sister, Mrs. Eskridge, bought of her sister Ann, then married to Martin W. Ewing, the third which Mrs. Ewing claimed as one of the heirs at law of her brother Benjamin in the said Long Branch plantation.

To make payment for said purchase of Mrs. Ewing's interest in Long Branch, the complainant Harriet conveyed to Mr. Ewing her interest of 260 acres in the Concordia tract; by this transaction the complainant Harriet divested herself of all interest in the Concordia tract, but became the proprietor of one-half of Long Branch plantation; and thereupon, from the same benevolent intention, which he has carried out in favor of Benjamin S. and Mary C., your respondent made a deed of gift to Edward P. Fourniquet, the husband of said Harriet, of land adjoining Long Branch, as will more fully appear by the deed hereto annexed, marked exhibit No. 1, and prayed to be taken as part of this answer.

Respondent admits it to be true, that he sold to Samuel Davis the land in Concordia, derived by respondent from Benjamin S. and Mary C. Bynum, but altogether denies that at the time of said sale the complainants, or either of them, had any interest therein, either in law or equity.

Respondent further answering states, that he is advised that by article 1507 of the civil code of Louisiana, "Substitutiones and fidei commissio are and remain prohibited," and respondent submits, that by reason of said law, if any such trust as is claimed by complainants has been created, or attempted so to be, the same will not be executed by the decree of this court, because contrary to the policy of the law of the

State of Louisiana, and respondent claims the benefit of this defence, as fully as if specially pleaded in bar to complainants' bill of complaint.

Respondent states that the price paid for said lands to respondent by said Davis was $3,500 *dollars*, pay on the first March, 1834.

To the special interrogatories respondent answers.

First. I did so intermarry; I have been informed that she died on the 12th day of August, 1824; it was my misfortune to be absent at the time.

Second. There were four of the Bynum children living at the time specified in this interrogatory, viz., Mrs. Ewing, Benjamin S., Mary, and Harriet. Benjamin resided on his plantation in Claiborne county, Mississippi; Mary, now Mrs. Eskridge *in* the respondent, at the Briers, near Natchez; Harriet, now one of the complainants, and wife to E. P. Fourniquet, at Miss ———'s school in Baltimore, where she was for four years and upwards; the first two were, as respondent is informed, born in South Carolina, and the two latter on Lake Concordia, in Louisiana; Benjamin died at his residence in Claiborne county, Mississippi, in August, 1830, during respondent's absence in Kentucky that year.

Third. The complainants were married at respondent's residence, near Natchez, called the Briers.

Respondent further answering states, that after the execution by respondent to E. P. Fourniquet, for the benefit of said Harriet, of the deed to land adjoining Long Branch, (exhibit No. 1,) the said complainants executed to respondent a full release of all demands upon him in law or equity, which will be exhibited as soon as copy can be obtained from New Orleans, where the same is on file; and respondent sets up said release in bar to the claim in complainants' bill, and claims the benefit of said defence, as fully as if the same were specially pleaded in bar to the same.

And respondent, having answered, &c.

JNO. PERKINS.

SOUTHERN DISTRICT OF MISSISSIPPI, *Adams county.*

Personally before me, the undersigned, commissioner, &c., appeared John Perkins, the above named respondent, who, being duly sworn, says on oath that the matters and things stated in the foregoing answer, so far as stated as of his own knowledge, are true; and, so far as stated on the information of others, he believes them to be true.

JOHN PERKINS.

Sworn to and subscribed before me, at Natchez, the 4th day of November, A. D. 1847.

C. A. LACOSTE,
Com'r of U. S. circuit court, so. dist., Miss.

Copy of Deed. Exhibit No. 1.

Know all men by these presents, that I, John Perkins, of the county

of Adams, and State of Mississippi, now of the parish of Concordia, Louisiana, for and in consideration of the love and regard I have for my step-daughter, Mrs. Harriet J. Fourniquet, late Harriet J. Bynum, as well for the further consideration of the sum of one dollar to me in hand paid by Mr. Edward P. Fourniquet, the husband of my said step-daughter, the receipt whereof I do hereby acknowledge, have demised, released, and by these presents, for myself and my heirs, do remise and release, and forever quit claim, unto the said Edward P. Fourniquet, his heirs and assigns forever, all the right, title, interest, property, estate, and demand, which I, the said John Perkins, have in and to a certain piece or parcel of land lying and being in the county of Claiborne, and State of Mississippi, in what is usually called the Lyman Mandamus, being a part of the undivided interest purchased by the said John Perkins of a certain John Burn and his wife late Hartley, which they had in and to a certain tract of one thousand acres, originally belonging to John Hartley, jun., deceased, adjoining lands of the late B. S. Bynum, deceased.

To have and to hold the said premises, with all the privileges and appurtenances, unto him, the said Edward P. Fourniquet, his heirs and assigns forever, so that neither I, the said John Perkins, nor any other person or persons in my name or behalf, shall or will hereafter claim or demand any right or title to the premises aforesaid, or any part thereof, but they and every of them shall by these presents be excluded and forever barred. And Mrs. Zelpha Perkins, wife of the said Perkins, in her own right by these presents, hereby relinquishes all her right, title, interest, claim, and demand whatever.

In witness whereof they have hereunto set their hands and seals, this twenty-fifth day of December, in the year of our Lord one thousand eight hundred and thirty-three.

JOHN PERKINS, [SEAL.]
Z. PERKINS. [SEAL.]

Acknowledged in the presence of—

THE STATE OF MISSISSIPPI, *Adams county*.

Personally appeared before me, William B. Melun, a justice of the peace in and for said county, the above named Zelpha Perkins, wife of the above named John Perkins, who, being examined separate and apart from her husband, acknowledged that she signed, sealed, and delivered the foregoing deed of gift, on the day and year above mentioned, as her voluntary act and deed, without any fear, threat, or compulsion of her husband, whereby she relinquishes her right and title to the premises herein mentioned.

Given under my hand and seal, at the city of Natchez, this 24th day of March, A. D. 1834.

WM. B. MELUN, *J. P.* [SEAL.]

STATE OF MISSISSIPPI,
Claiborne county.

John Perkins, whose name is subscribed to the within deed of gift,

came personally before the undersigned justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the within deed of gift on the day therein mentioned, and for the purposes expressed, as his voluntary act and deed.

Given under my hand and seal this 17th day of May, A. D. 1834.

JAMES H. MAUREY, *J. P.* [SEAL.]

Received for record 17th May, A. D. 1834, and truly recorded.

LUCAS GEE, *Clerk.*

THE STATE OF MISSISSIPPI,
County of Claiborne, ss.

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript contains a true and correct copy of a deed of gift from John Perkins and wife, [to] Mrs. Harriet J. Fourniquet, as the same appears of record in my office.

Given under my hand and seal of office, at Port Gibson, this 26th day of Oct., 1847.

[L. S.]

FRED. J. POOR, *Clerk*,
By J. W. MURPHY, *D. C.*

Replication.

E. P. FOURNIQUET et Ux.
vs.
JOHN PERKINS.

Circuit court of the U. S., for the southern district of Mississippi, to May term, 1848.

And now at this term came the complainants in the above entitled suit, and by leave of the court first had and obtained, do reply to the answer of the said defendant filed herein, and for replication say, that complainants should not, by reason of any thing in said answer set forth and contained, be barred or precluded from having and maintaining their cause of complaint against said defendant, as in their said bill set forth; and said complainants, hereby denying such matters of discharge and defence as is relied upon in said answer, and reaffirming the charges and allegations of their said bill of complaint, will prove and maintain the same as this court shall sanction and approve; and therefore pray as heretofore.

JOHN HENDERSON,
Sol'r for complainant.

Proof.

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife, plaintiffs,
vs.
JOHN PERKINS, defendant.
} In equity.

In the circuit court of the United States, for the 5th circuit and eastern district of Louisiana.

The answer of the defendant, John Perkins, to the bill of complaint

and discovery of the said Edward P. Fourniquet, and Harriet J., his wife, and Martin Wickliffe Ewing and Ann S. Ewing, his wife, complainants.

This defendant, saving and reserving to himself all manner of exceptions to the many uncertainties, &c., &c., in the said complainants' bill contained, for answer thereto, or so much thereof as he is advised it is material or necessary for him to answer unto, he answers and says, that true it is this respondent did, on the 12th day of August, in the year of our Lord one thousand eight hundred and eighteen, intermarry with Mrs. Mary Bynum, the widow of Benjamin Bynum, deceased, and mother of the said Harriet Jane and Ann S., and that the said marriage was solemnized in the parish of Concordia, where this respondent and his said wife then resided, and that the estate of the said Benjamin Bynum, deceased, was assessed in the insolvent rolls of the taxes of the said parish, made in the month of March, eighteen hundred and eighteen, for the property as set forth in the said complainants' bill. The estate of the said Benjamin Bynum was unincumbered, so far as this respondent knows or is informed. There was about the sum of three hundred and sixty-six dollars, in principal and interest, received by the respondent after his marriage, from Francis A. Bynum for moneys due by him to the estate of the said Benjamin Bynum. There was also a sum of one thousand and eighty-seven dollars 18¾ due the estate of respondent's deceased wife, which the respondent received from Thomas and David Alexander, after the decease of his said wife, (which sum this respondent accounted for to the complainants, as heir of his said wife,) in the year one thousand eight hundred and twenty-seven, although he did not actually receive the money himself from the said Alexander until the year one thousand eight hundred and thirty-one.

There was also received by this respondent, from Turner Bynum, the sum of sixty-three dollars and ninety cents, making in the aggregate the sum of fifteen hundred and seventeen dollars and 8¾ cents, which is all that this respondent did ever receive on account of the estate of Benjamin Bynum, deceased, and for which sum he fully accounted to the said complainants and others, the heirs of the said Benjamin Bynum and Mary Perkins, deceased, in a full, fair, and complete settlement made with them in the year one thousand eight hundred and twenty-seven.

This respondent has now no recollection of any other sums received, either on account of the estate of Benjamin S. Bynum, deceased, or of his deceased wife, with respect to the debt due from the estate of Henry Rives, deceased, the brother of the deceased wife; he has no recollection thereof; but he does know, and well recollects, the estate of the said Rives was insolvent, and that two [slaves] Abb and George, which were inherited by his said wife from the estate of her said brother, and which had been delivered to this respondent, were, upon the insolvency of the said estate being declared, redemanded of this respondent for the payment of the debts of said estate, and that this respondent did actual-

ly pay their appraised value, and the said two slaves had before been accounted for, and divided among the complainants, and other heirs of his deceased wife, as part of her estate.

This respondent denies, that at or about the time of his marriage aforesaid he was embarrassed in his pecuniary affairs, as is falsely charged in the said bill, but on the contrary states, and so the truth is, that he was at that time in good and unembarrassed circumstances, and was possessed of large and ample property and means, both in Louisiana and Mississippi, and of ready money to a large amount.

This respondent does most expressly deny that he ever did give his deceased wife to understand that the Bynum force was to commence a new plantation for themselves in the rear of this respondent's Somerset plantation, on lands purchased about the time of the removal for that purpose, and paid for in whole or in part out of the Bynum crops of eighteen hundred and eighteen and eighteen hundred and nineteen, or by any sums of money collected by this respondent on account of the Bynum estate; and he does most expressly state, that the cause of the removal of the said slaves was the great liability of the Bynum plantation on Lake Concordia to be overflowed by the high water, and the great uncertainty of raising crops thereon; and alleges most expressly that all the charges in the said complainants' bill, in relation to this matter, are false and without any foundation.

This respondent denies that any such understanding or agreement between himself and his deceased wife, as is charged in said bill, relative to the product of Somerset plantation, or of the property he might acquire, or any agreement in relation to acquets and gains, did ever exist, but that the said property was used, worked, and administered with the view solely to the legal and equitable rights of the parties interested, and in relation to which a just, true, and equitable account has been rendered to the complainants, and accepted by them; and he expressly states that all the charges and allegations contained in the said bill in relation to these matters are untrue.

This respondent further answering says, that all the charges in the said bill of the said complainant, in relation to the debts paid, and to property acquired by him in the State of Mississippi, or elsewhere out of the State of Louisiana, are perfectly groundless and without foundation; that he paid his debts out of his own means, and purchased and paid for his property in the State of Mississippi with his own moneys or credits, and that the complainants have no legal or equitable claim upon him, arising either from the payment of his debts or the purchase of property as aforesaid.

This respondent further answering says, that the slaves and property charged in the said complainants' bill as having been purchased during the respondent's marriage from Edward Broughton, *was* never actually purchased by him for his own account, nor were they ever his property, or in his possession, or any thing paid by him for the same, nor did they ever form any part or portion of any property actually acquired by him during the continuance of his marriage. It is true they were con-

veyed to him by the said Edward Broughton, by deed, as set forth in the complainants' bill; and on the face of the said act of sale the same appears to have been an absolute and unconditional sale and conveyance; but this respondent states, and so the truth is, that the said conveyance was made upon the express terms and understanding with the said grantor, Edward Broughton, that this respondent should hold the same in trust for the wife and children of the said Broughton, and for their use, benefit, and support, and should at any time, when so required, be reconveyed, or settled and disposed of for the uses aforesaid, which was actually done by this respondent by deed to Mrs. Sarah Broughton, executed on the nineteenth day of June, eighteen hundred and nineteen, and now of record in the said parish of Concordia, to which, for greater certainty, this respondent refers, and which he will hereafter exhibit.

And this respondent avers and sets forth, that the object of the said conveyance to him, in trust aforesaid, was to secure to the wife of the said Edward Broughton moneys or property which she had brought in marriage, and intended to operate as a settlement upon her without prejudice to any person, the said Broughton being then out of debt, and this respondent was chosen as trustee from his intimacy with the family and the confidence they reposed in him.

In respect to the lands, alleged in the said bill to have been purchased from one House, by deed dated the thirtieth day of September, eighteen hundred and eighteen, this respondent answering says, that the said House was a mere squatter on the public lands in that quarter, and had no title to any specific quantity of land, and was in the occupation of a small but undefined portion of the public domain; that he did not acquire from him any title to any lands whatever, but only purchased out any right he might have in the improvements and clearing he had made, more with a view to get rid of said House from the neighborhood, than for the value of his rights; and thus he never did acquire title to any lands by virtue of his purchase and deed of conveyance from the said House, who had no title himself; and subsequently the Turo claim, purchased from Gabriel Pease, was located on the same land.

In relation to the charge in the said complainants' bill for lands purchased from Chauncey Pettibone, curator of the estate of Alexander McCormac, this respondent answering says, that it is true that the land mentioned in said bill was adjudicated to him at the sale of the estate of the said McCormac, made by the court of probates of the parish of Concordia, on the sixteenth day of December, eighteen hundred and eighteen, for the price of one hundred dollars; but this respondent avers, and so the truth is, that the said sale or adjudication was null and void, and he acquired no title to the said lands thereby, it subsequently appearing that the said McCormac was not dead, and that the administration or curatorship of his estate had been wrongfully granted to the said Pettibone; and the administration of the said estate having

been granted to the said Pettibone at the instance of one Jonathan Thompson, he, the said Thompson, paid and refunded to the respondent the price at which the said land had been adjudicated to him, and this respondent assigned and transferred to said Thompson all the rights he had acquired, under and by virtue of said adjudication, both which adjudication and assignment, and the transfer to Thompson, took place during his marriage, and before the dissolution thereof by the death of his wife; and this respondent never did acquire any title nor had any real interest in the said land until the ninth day of January, eighteen hundred and twenty-seven, when he purchased the same from Israel Loring for the sum of eight thousand dollars, he, the said Loring, having acquired a good title to the said lands from the said McCormac in his lifetime; which said last purchase was made long after the death of his said wife and the dissolution of the community, and the price paid out of this respondent's own individual means, resulting from sales of a portion of his property in the State of Mississippi; and what is called in the said bill a pre-emption right in the rear thereof, was only one hundred and thirty-eight acres, which was located and surveyed under the act of Congress in favor of first proprietors, as appurtenant to and by virtue of his property in the front tract so purchased by him, and which location and survey was made by this respondent after the purchase from Loring, and only embraced the said one hundred and thirty-eight acres of land, because all other lands in the rear had been previously located and appropriated, although Loring had entered and paid for the whole.

As it regards the charge in the said complainants' bill respecting the Warner, Carroll, and Turo tracts of land, purchased from Gabriel Pease, this respondent admits, that on the first day of March, eighteen hundred and twenty, he did purchase from the said Gamaliel Pease three tracts of land, situated and described in the deed of conveyance of the said Pease and wife of that date, which will be exhibited; that this respondent resided at that time, with his family, in the State of Mississippi; the deed of conveyance called for lands on the waters of the Tensas river, and the actual location was vague and uncertain, and this respondent did not come into possession of any such land as is described in the said deed, but afterwards located and surveyed the same on that part of the public domain situated in the rear of the McCormac tract, and of which actual and official surveys and location were not completed and approved until some time in or about the year eighteen hundred and thirty, and upon which surveys the quantity of land fell considerably short of that set forth in said complainants' bill.

As to the charge in the said bill respecting the lands purchased from William Collins, this respondent says, that the circumstances of the said purchase are in all respects the same as those above stated in relation to the Warner, Carroll, and Turo tracts, and that he never did come to the possession of any lands on the river Tensas, as described in the deed from Collins to him.

In relation to the lands charged as having been purchased by this re-

spondent from Watson, curator of Patterson, this respondent answering says, that he never did acquire any title to land by the said adjudication or purchase from the estate of Patterson, and the said Patterson had no title to any such lands; that in fact the lands so sold as belonging to the estate of Patterson *was* public lands, upon which he had entered, and was the same settlement or rights which this respondent had purchased from Isaac Horne, as heretofore set forth in this his answer. That the lands, thus settled upon by Horne and by Patterson, were afterwards merged in the public domain, and were in part sold out by the United States to other persons, from whom afterwards this respondent purchased the same long after the death of his wife, and passed to this respondent himself, with the exception of a small portion, which was afterwards covered by this respondent in locating the tract purchased by him from Collins, as he has before stated; and he says, and so the titles will show, that no specific or determinate quantity of land was ever sold or pretended to be sold, either by the said Horne or the curator of Patterson, to this respondent.

In relation to the five hundred and sixteen acres of land purchased from the United States, as charged in said complainants' bill, this respondent admits that he did, by virtue of the act of Congress, passed on the day of , eighteen hundred and twenty, enter and obtain title to four hundred and eighty-nine acres of land, in the rear of his land called the Bullock tract, which privilege was accorded to him by the said act of Congress in virtue and by reason of his possessing the lands fronting on the river, as will appear by the provision of the act; and the said lands in front, to which the said land so entered in the rear was an appendage, was his own separate property, and owned and possessed by him long before his marriage.

In regard to the lands charged in the said complainants' bill as having been purchased from Samuel Gustine, this respondent answering says, that he acquired no land by virtue of the conveyance from said Gustine; that by some means, not now particularly recollected by this respondent, but he believes by virtue of a sale for taxes assessed on the land in the name of I. Horne, the said Gustine had, or pretended to have, acquired some right or pretension to the land charged in the said bill as purchased as aforesaid, and which was the same land alleged to have been purchased by this respondent from Isaac Horne, as above stated in this respondent's answer to that part of said complainant's bill, and this respondent only purchased from the said Gustine his outstanding rights or pretension thereto for the sum of fifty-three dollars and twenty-four cents; and the conveyance from the said Gustine to this respondent is for the same land, the rights to which he had before purchased from Horne, and which, as before stated, was of no value, and did not vest in this respondent any real or valid title to any land.

In relation to the charge in the said complainants' bill respecting other property belonging to the community which existed between himself and his wife, amounting to fifty-nine thousand eight hundred and sixty-seven dollars and sixteen cents, ($59,867 $\frac{16}{100}$,) this respon-

dent answering says, that he admits that at the death of his wife, in the year eighteen hundred and twenty-four, there was a crop of cotton growing upon this respondent's plantation, in the parish of Concordia, which, when gathered and sent to market, did produce the sum set forth in the said complainant's bill; but this respondent denies that the same was any part of the acquets and gains of any community which ever existed between himself and his deceased wife, or that the complainants had or have any just right, in law or equity, to any part or portion thereof as such; and this respondent avers that he has rendered to said complainants a just and true account, and has paid to them their just and true portion of said crop, and all others made by him, arising from the work and labor of the slaves they inherited from their father and mother being used in producing the same.

As respects the sheep, horned cattle, horses, mules, and colts, charged as being in possession of this respondent at the death of his wife, this respondent admits that there was, at the death of his said wife, on his plantation in the parish of Concordia, a number of sheep, horned cattle, horses, mules, and colts, but he does not now, after the lapse of twenty years, know or recollect the number of each, or the value thereof in money, nor has he now any means of ascertaining what number of each then existed; but he does not believe they approached the number set forth in the said complainants' bill. But this respondent avers that whatever number did then exist, they were the sole and exclusive property of this respondent, and that the said complainants had no lawful or just claim to any part thereof as acquets and gains of a community between himself and his wife, as this respondent is advised and believes.

In relation to the piece of land sold to George Lake this respondent says, that the said lands were his own property, and never were, in any sense, community property; that the piece was his own, and that the complainants have no lawful or just claim to any portion thereof; and that he is not indebted to them, or in any manner accountable to them, for the sum of money, to wit, the half of $112,840, with interest thereon, as is claimed in the said bill, or any portion thereof.

This respondent further answering does most expressly deny all the fraud, concealment, and combination set forth and charged in the said complainants' bill. And he avers and sets forth, that very shortly after the marriage, finding the parish of Concordia, in the State of Louisiana, was totally destitute of all means of education, and having no children of his own at the time, he determined to remove his residence to the State of Mississippi, in the neighborhood of the city of Natchez, where he purchased land, and made an expensive establishment, principally with the view to the better education of the children of his wife, of whom complainants, Mrs. Ewing and Mrs. Fourniquet, were two. That until the period of their respective marriages, the said complainants continued to reside with him; and this respondent devoted his time to, and expended large sums of money in, bestowing upon them an education suitable to their condition in life, and at much greater cost than

their fortunes would have entitled them to had this respondent confined himself within the strict limits of their pecuniary means or expectations. That his paternal and most affectionate endeavors and exertions to bring them up, and to educate them in a manner to fit and qualify them for any situation in life, without regard to expense, was unremitted until they respectively arrived at the age of majority, or became emancipated by marriage, when he rendered to them a just and true account of all the property they had inherited from their father and mother, and divided the same among them to their entire satisfaction at the time.

This respondent does most expressly deny that at the time he rendered an account of his administration of the estate of the father and mother of the said complainants to the court of probates, of the parish of Concordia, in the year eighteen hundred and twenty-seven, that he concealed from the parties interested any of their rights, either in relation to the acquets and gains of any community which may have existed between his deceased wife and himself, or in relation to any other matter or thing involved in the said account and settlement. But that, on the contrary, the same was rendered, and the proceedings conducted in the most fair and open manner, and, as regards this respondent, on the most liberal basis. The same was conducted contradictorily with Martin W. Ewing, the husband of one of the complainants, and the brother-in-law of the other complainants, lawfully representing his wife, and the interests of the other complainants as their curator ad lites and under tutor, lawfully appointed by the said court of probates, as will appear by the proceedings in the said court of probates referred to in said complainants' bill, and to which respondent refers and exhibits as a part of this his answer.

Your respondent shows that the community of acquets and gains between husband and wife is the effect of law, and is not the effect of contract or stipulation. That the said Martin W. Ewing was at the time of said settlement a practising lawyer, and could not be ignorant of his own rights, those of his wife and his pupils, to whom he owed a sacred duty under the appointment which he had accepted as their curator ad lites and under tutor.

This respondent, on the contrary, believes that all the parties in interest had a full knowledge of all their rights in law and equity, and that throughout the whole of the transactions, which ended in their final receipts and acquittances to this respondent, they were fully aware of every lawful, and equitable, or just claim they could make with this respondent.

This respondent further answering says, that his final account and settlement, as before referred to, was shortly afterwards followed by a partition of all the property left by the said Benjamin Bynum, the father, and your respondent's deceased wife, the mother of the said complainants Ann S. Ewing, and Harriet J. Fourniquet, among all the heirs and children of the said deceased Benjamin and Mary Bynum, as will appear by the records of the court of probates of the parish of Concordia aforesaid; and the same are referred to for greater certainty, and are, or

so much thereof as is necessary to show the said partition, exhibited and prayed to be taken as part hereof.

Your respondent further answering shows, that the rendition of accounts, and the partition of the property aforesaid among all the heirs of the said Benjamin Bynum and Mary Bynum, his deceased wife as aforesaid, was carried into effect and finally consummated, so far as it regards the said complainants, Ewing and his wife, by their joint receipt and acquittance, bearing date the eleventh day of April, eighteen hundred and twenty-eight, which is hereunto annexed and exhibited, and prayed to be taken as part of this his answer.

That on the tenth day of April, eighteen hundred and twenty-nine, the same was fully approved, consummated, and confirmed by Benjamin S. Bynum, the son and co-heir of the said Benjamin and Mary Bynum, deceased, and by his sister, Mary C. Bynum, now Mrs. Eskridge, as will more fully appear by their joint receipt and release of that date, hereto annexed and exhibited, and made a part of this his answer; which receipt and acquittance was afterwards confirmed by the said Mrs. Eskridge, duly assisted by her said husband, who was then a judge of the Territory of Arkansas, by public and authentic act before the parish judge of the said parish of Concordia, bearing date the ninth day of April, eighteen hundred and thirty-two, which is also hereunto annexed and exhibited, and prayed to be taken as a part of this his answer.

And was finally confirmed and approved by the said complainants, E. P. Fourniquet, and Harriet J., his wife, by their grant, receipt, and acquittance, bearing date the twenty-seventh day of May, eighteen hundred and thirty-four, and acknowledged and affirmed on the thirteenth day of January, eighteen hundred and thirty-seven, before the parish judge of the parish of Concordia, as will appear by the said release and acquittance herewith exhibited, and prayed to be taken as a part of this his answer.

This respondent expressly denies all the allegations in the said bill, in relation to the said receipts and acquittances, that they were obtained through any fraud, misrepresentation, or concealment on his part, as is falsely alleged in said bill; but on the contrary avers, that they *was* executed and given with a full knowledge of all their rights and pretensions by the respective parties, and for a full and valuable, legal and equitable, consideration. That the administrative account, rendered by him in eighteen hundred and twenty-seven, was a most equitable and liberal settlement for the said complainants and their co-heirs, and offered them advantages beyond what in law and justice they could claim from him. That at the time the said account was rendered, and the partition aforesaid made, this respondent was the father of three children, born of the marriage with his said deceased wife, the mother of the complainants Ann S. Ewing and Harriet J. Fourniquet, two of them then alive, and the third died after the death of his mother, and to whom this respondent was heir; all of them infants, and incapable of contracting or alienating their rights. That upon the settlement and

partition aforesaid being made, this respondent took upon himself to relinquish to the said complainants all the rights of the said three minor children in and to all the property of which their mother died seized and possessed, and the same was actually divided among the complainants to the entire exclusion of this respondent's three children aforesaid.

This respondent admits that this was in accordance with the last will and testament of his said deceased wife, a copy whereof is hereunto annexed and exhibited as part hereof, and that his respect for the wishes and intentions of his said wife would have induced him to execute the same, or to refrain from all steps to alter or change the same; but this respondent shows that the depositions of the said will were contrary to the laws of the State of Louisiana, according to which the testatrix could not disinherit any one of the children, or deprive them of their legitimate portions of her estate. Under these circumstances, it was equally out of the power of this respondent to grant or cede the rights of his children so as to bind them in law, and all that his respect for the wishes and intentions of his deceased wife, as expressed in her will, could have permitted him to do, would have been to suffer her will to be executed without positive and active opposition on his part, leaving it to her said children at any future time to assert their rights, and demand their legitimate portions of their mother's estate from the complainants, who had thus received the whole of it.

But this respondent shows that, at the time the settlement was made, and the partition of the property of Benjamin Bynum, the father of Mary Bynum, the respondent's deceased wife, was made as aforesaid between the complainants, it was considered that natural justice and equity required that, if the children of the first marriage took all the estate of the mother to the exclusion of the children of the second marriage, that the children of the second marriage should profit by the acquets and gains of the community under the second marriage, if any such community did exist, or there were any acquets and gains; and such was then considered to be the state of things in contemplation of the testatrix when she made and executed the will aforesaid; and that such was the meaning and intention of the said testatrix this respondent knows, because it was so repeatedly stated to him by the testatrix at the time of making said will and after.

Respondent did not at the time believe, nor does he now believe, that the said complainants had then, or now have, any just claim upon him arising from any gains of the community between him and his deceased wife; but respect for the wishes and intentions of his deceased wife, and a clear understanding of an abandonment of all claims that might exist against him, on account of the said community, on the part of the complainants, and a desire to promote their prosperity and happiness, and to settle them as advantageously as possible in the world, induced him not only to acquiesce in the distribution of his wife's estate among the children of her first marriage to the exclusion of the children of the second marriage, but he did, upon the said partition being effected, ex-

so much thereof as is necessary to show the said partition, exhibited and prayed to be taken as part hereof.

Your respondent further answering shows, that the rendition of accounts, and the partition of the property aforesaid among all the heirs of the said Benjamin Bynum and Mary Bynum, his deceased wife as aforesaid, was carried into effect and finally consummated, so far as it regards the said complainants, Ewing and his wife, by their joint receipt and acquittance, bearing date the eleventh day of April, eighteen hundred and twenty-eight, which is hereunto annexed and exhibited, and prayed to be taken as part of this his answer.

That on the tenth day of April, eighteen hundred and twenty-nine, the same was fully approved, consummated, and confirmed by Benjamin S. Bynum, the son and co-heir of the said Benjamin and Mary Bynum, deceased, and by his sister, Mary C. Bynum, now Mrs. Eskridge, as will more fully appear by their joint receipt and release of that date, hereto annexed and exhibited, and made a part of this his answer; which receipt and acquittance was afterwards confirmed by the said Mrs. Eskridge, duly assisted by her said husband, who was then a judge of the Territory of Arkansas, by public and authentic act before the parish judge of the said parish of Concordia, bearing date the ninth day of April, eighteen hundred and thirty-two, which is also hereunto annexed and exhibited, and prayed to be taken as a part of this his answer.

And was finally confirmed and approved by the said complainants, E. P. Fourniquet, and Harriet J., his wife, by their grant, receipt, and acquittance, bearing date the twenty-seventh day of May, eighteen hundred and thirty-four, and acknowledged and affirmed on the thirteenth day of January, eighteen hundred and thirty-seven, before the parish judge of the parish of Concordia, as will appear by the said release and acquittance herewith exhibited, and prayed to be taken as a part of this his answer.

This respondent expressly denies all the allegations in the said bill, in relation to the said receipts and acquittances, that they were obtained through any fraud, misrepresentation, or concealment on his part, as is falsely alleged in said bill; but on the contrary avers, that they *was* executed and given with a full knowledge of all their rights and pretensions by the respective parties, and for a full and valuable, legal and equitable, consideration. That the administrative account, rendered by him in eighteen hundred and twenty-seven, was a most equitable and liberal settlement for the said complainants and their co-heirs, and offered them advantages beyond what in law and justice they could claim from him. That at the time the said account was rendered, and the partition aforesaid made, this respondent was the father of three children, born of the marriage with his said deceased wife, the mother of the complainants Ann S. Ewing and Harriet J. Fourniquet, two of them then alive, and the third died after the death of his mother, and to whom this respondent was heir; all of them infants, and incapable of contracting or alienating their rights. That upon the settlement and

partition aforesaid being made, this respondent took upon himself to relinquish to the said complainants all the rights of the said three minor children in and to all the property of which their mother died seized and possessed, and the same was actually divided among the complainants to the entire exclusion of this respondent's three children aforesaid.

This respondent admits that this was in accordance with the last will and testament of his said deceased wife, a copy whereof is hereunto annexed and exhibited as part hereof, and that his respect for the wishes and intentions of his said wife would have induced him to execute the same, or to refrain from all steps to alter or change the same; but this respondent shows that the depositions of the said will were contrary to the laws of the State of Louisiana, according to which the testatrix could not disinherit any one of the children, or deprive them of their legitimate portions of her estate. Under these circumstances, it was equally out of the power of this respondent to grant or cede the rights of his children so as to bind them in law, and all that his respect for the wishes and intentions of his deceased wife, as expressed in her will, could have permitted him to do, would have been to suffer her will to be executed without positive and active opposition on his part, leaving it to her said children at any future time to assert their rights, and demand their legitimate portions of their mother's estate from the complainants, who had thus received the whole of it.

But this respondent shows that, at the time the settlement was made, and the partition of the property of Benjamin Bynum, the father of Mary Bynum, the respondent's deceased wife, was made as aforesaid between the complainants, it was considered that natural justice and equity required that, if the children of the first marriage took all the estate of the mother to the exclusion of the children of the second marriage, that the children of the second marriage should profit by the acquets and gains of the community under the second marriage, if any such community did exist, or there were any acquets and gains; and such was then considered to be the state of things in contemplation of the testatrix when she made and executed the will aforesaid; and that such was the meaning and intention of the said testatrix this respondent knows, because it was so repeatedly stated to him by the testatrix at the time of making said will and after.

Respondent did not at the time believe, nor does he now believe, that the said complainants had then, or now have, any just claim upon him arising from any gains of the community between him and his deceased wife; but respect for the wishes and intentions of his deceased wife, and a clear understanding of an abandonment of all claims that might exist against him, on account of the said community, on the part of the complainants, and a desire to promote their prosperity and happiness, and to settle them as advantageously as possible in the world, induced him not only to acquiesce in the distribution of his wife's estate among the children of her first marriage to the exclusion of the children of the second marriage, but he did, upon the said partition being effected, ex-

ecute to the said complainant Ewing, or to him and his wife, and for the benefit of all concerned, a bond to hold them harmless and to indemnify them against all future claims of his said children upon the estate of their mother, which bond is still in force and in possession of said complainants, or some one of them. And this respondent avers, that the principal and moving consideration of the said bond was the abandonment of all claims against him of whatever nature or kind.

And this respondent avers, that the several receipts and acquittances mentioned and set forth in the said complainants' bill, to wit, that from Benjamin S. Bynum, the son, and his sister Mary C. Bynum, now Mary C. Eskridge, and the complainants Ewing and wife, and Fourniquet and wife, as before recited, was intended to cover all and every claim that any of them might have by reason of the supposed community, or any acquets and gains that might exist under or by virtue thereof, and have ever since been held and considered to that intent and purpose. And this respondent has ever since relied upon them for his peace and quiet and final discharge; and he avers and sets forth the consideration thereof was a fair and equitable one, greater in point of value than anything which he obtained therefor, and much to the advantage of the said complainants; and that there exists now no equitable or just cause to disturb them; and that all the allegations and charges in the said complainants' bill, in relation to the infancy and ignorance of the parties, and the fraud, concealment, and circumvention of this respondent, are untrue and without any foundation.

This respondent further answering says, that the allegations in the said bill in relation to the settlement made by him with Benjamin S. Bynum, the son, and in relation to the exchange of lands as therein stated and set forth, are untrue. And this respondent states, and so the truth is, that at the period of the said settlement this respondent, still actuated by a sincere desire to promote the interest and the comfortable establishment of the children of his deceased wife by her first marriage, determined to secure to the said Benjamin S. Bynum, Mary C. Bynum, and Harriet J. Bynum, a plantation or tract of land each, upon which their slaves might be placed, and form a permanent and valuable establishment for themselves. That, having consulted with the said Benjamin S. Bynum on the subject, as to the best manner of arranging and settling this matter, it was agreed that this respondent should give to the said Benjamin S. Bynum the tract of land in the county of Claiborne, in the State of Mississippi, called Long Branch, and that the said Benjamin S. Bynum should give and convey to his sister Harriet J., now Harriet J. Fourniquet, his interest in one-fourth of the Concordia tract; and that this respondent should give to Mary C. Bynum, now Mary C. Eskridge, a tract of land or plantation in the neighborhood of Long Branch, and that she should also give to her sister Harriet J. her undivided interest in one-fourth in the Concordia tract of land inherited from her father and mother, which united with her one-fourth would concentrate her interest there, and form a suitable establishment for her; but the said complainant, Harriet J. Bynum, now Harriet J. Fourni-

quet, being at that time a minor and unmarried, and absent at school at the north, the said Benjamin S. Bynum suggested to this respondent the propriety of delaying to make the title to his said sister Harriet until she was of age or settled in the world; and, in the spirit of confidence and affection which had ever, and until the time of his death, continued to exist between him and this respondent, that he, the said Benjamin S. Bynum, and his sister, Mary C., should convey their interest in the Concordia lands to this respondent, to be held in trust for their said sister Harriet, and to be conveyed to her at a proper time, and for her greater interest and advantage; and in pursuance of this agreement, *and* the said Benjamin S. Bynum and Mary C. Bynum did convey to your respondent their undivided interest in the said lands, by deed bearing date on the twenty-first day of April, eighteen hundred and twenty-nine, which deed is hereunto annexed and exhibited, and prayed to be taken as a part hereof; and your respondent, on the first day of May, eighteen hundred and twenty-nine, did convey to the said Benjamin S. Bynum the land or plantation called Long Branch, by deed of that date, which is also herewith exhibited; and on the same day did convey to Mary C. Bynum a tract of land in the neighborhood of Long Branch, by deed of that date, which is herewith exhibited.

Your respondent further shows, that he held the said undivided portions of the Concordia land, on the trust aforesaid, until the year eighteen [hundred] and thirty-two, when the said Harriet J. sold her undivided interest in these lands to her brother-in-law, Ewing, and by that means the original design of concentrating her interests, and forming a permanent and valuable establishment for her in the Concordia lands, could no longer be carried into effect with advantage to herself; he thought it best to give her other lands in the same neighborhood, with and adjoining the Long Branch plantation, (of which she was then one-half proprietor by the death of her brother;) and having consulted with Judge Eskridge, the husband of Mary C. Bynum, as to the propriety of making this change, who, except this respondent, was the nearest friend of the family, and most capable of advising for their best interests, and who expressed to this respondent his entire concurrence in his views, as best calculated to promote the interests of the said Harriet J.; and in consequence thereof this respondent did, on the twenty-fifth day of December, eighteen hundred and thirty-three, convey to the said Edward P. Fourniquet, the husband of the said complainant Harriet J., his undivided interest in a tract of land in Claiborne county, Mississippi, by deed of that date, which is herewith exhibited in full discharge of the trust aforesaid; which was accepted by the said complainants, Fourniquet and wife, without complaint or objection, [and] without any intimation of dissatisfaction on the part of either of them.

This respondent denies that there was any exchange of lands between him and the said Benjamin S. Bynum for any purpose but such as is herein before set forth; he denies that there was any defect in the title of any of the lands so conveyed by him to the said Benjamin S.

Bynum or the complainant Fourniquet and wife, or Mary C. Bynum, or that they, or either of them, have been disturbed or molested in the peaceable and quiet enjoyment thereof, or that he has derived any pecuniary advantage to himself from any of the said transactions; on the contrary, this respondent states, that on day of or about that time, the said Benjamin S. Bynum departed this life, and that the said complainants, Ewing and wife and Fourniquet and wife, together with Mary C. Eskridge, had entered upon his estate as his heirs-at-law, and have divided the same among them, and among other things the Long Branch plantation, so conveyed to him as aforesaid by your respondent, and they have continued to hold and enjoy the same until this time. He avers that Long Branch plantation was a most valuable property. That the said Fourniquet and wife had sold their one-half interest therein for a large price, and have appropriated the said price to their own use, to the amount of at least thirty thousand dollars, as this respondent is informed and verily believes. This respondent expressly denies that any such judgment was rendered against him in any court in the State of Mississippi, or elsewhere, as is set forth in the said complainants' bill. This respondent states, that relying upon the settlement made with the said complainants, as herein before set forth, and upon the validity of their several receipts and acquittances, and upon the good faith and equitable intentions of the said complainants, and their good feeling in consequence of the many advantages allowed them in final settlement made with them, he had proceeded to pay all the debts of the community, amounting to a large sum of money, and to make extensive and valuable improvements upon his property, when he was disturbed in his peace and quiet by the said Fourniquet and wife, the complainants; and that he did, thereupon, institute a suit to enforce the conditions upon which the Long Branch plantation had been granted; but he avers that the whole statement in the said bill, in relation to the judgment rendered therein, and the declarations and sayings of his counsel as to the motives and conduct of this respondent, are untrue, and that no final decision, to his knowledge, has ever been rendered therein.

Your respondent further answering shews, that among other great advantages allowed to the said complainants in the final settlement made with them, such as the payment of all the debts of the community, as aforesaid, without charging them any part thereof, the giving up to the complainants all the interest of his three children in the succession of their mother, as herein before stated, and *granting* to the complainants against any claim therefor; there were two children born of the marriage of the said Benjamin Bynum and Mary, his wife, to wit, Francis W. Bynum and Henry Rives Bynum, who were alive at the time of the death of their father, Benjamin Bynum, and who died previous to their mother, and whose portion in the estate of their deceased father was, by the laws of Louisiana, inherited by their mother as their heir-at-law, and in which portions his three children aforesaid were entitled to share by inheritance from their mother, and of which no notice or advantage

was taken in the statement and partition made with and among the said complainants.

Your respondent further answering shews, that notwithstanding all the advantages allowed to the said complainants, as herein before stated, and the donations as aforesaid, by which they have reaped such great profit and advantage, the said complainants, contrary to equity and good conscience, are seeking to disturb your respondent, and to vex and harrass him by preferring against him the stale and unjust demands set up in their said bill of complaint.

And this respondent, finally denying all the fraud, concealment, collusion, and combination charged in the said complainants' bill, and especially denying all and singular the allegations of the said bill not herein before specially answered to, and denied or explained, prays that the said complainants' bill may be dismissed with costs, and that your respondent may be quieted in the peaceable enjoyment of his property and estate from all matters and claims so unjustly set up against him in and by the said complainants' bill, and that he may have all such other decrees and relief in the premises, as to justice and equity and good conscience may appertain.

And this respondent, further answering, will now proceed to answer, as far as lapse of time and circumstances attending the matters and transactions set forth in the said bill will permit him, the specific interrogatories propounded by the said complainants.

This respondent, in answer to the special interrogatories propounded to him by the said complainants in their said bill, he answers them as follows:

To the 1st interrogatory. He answers that he did, at the time stated in the said interrogatory, intermarry with Mrs. Mary Bynum, widow of Benjamin Bynum, deceased, and at the time of said marriage both the respondent and his wife resided in, and were citizens of, the State of Louisiana.

To the 2d interrogatory. This respondent answers, that his said wife did die on or about the 12th of August, 1824, at the residence of this respondent in the State of Mississippi.

To the 3d interrogatory. This respondent answers, that at the time of his marriage as aforesaid his wife did reside on the plantation on which her first husband had resided.

To the 4th interrogatory. He answers, that at the time of his marriage he did cultivate a plantation on the Mississippi river in the same parish and State, being a part of the land called the Somerset estate, which then consisted of upwards of three thousand acres of land, six hundred and twenty-seven of which I held by absolute grant, the rest by various titles purchased from squatters who claimed title by occupancy, and a part by my own occupation; to which was afterwards added so much of the double concession in the rear of the original grant of 677 acres, as there was unappropriated public lands to satisfy, under the act of Congress of the day of 1820.

To the 5th. This respondent answers, that he has not the tax list

before him, and cannot say on oath what it contains; but the assessment roll of the said parish will show what property of the estate of Bynum was assessed for the taxes of the years mentioned in the interrogatory, and to which assessment roll this respondent refers for a full answer to this interrogatory.

To the 6th interrogatory. This respondent answers to the same effect as to the last.

To the 7th. This respondent says, that no family meeting was convoked, for the purpose mentioned in this interrogatory, to his knowledge.

To the 8th. This respondent answers, that at the time of his marriage he caused no inventory and appraisement of the estate of Benjamin Bynum to be made and returned to the court of probates. This respondent was then, and is still, unaware that any such proceeding was necessary, or required by law, an inventory and appraisement having been made, about three years before, in the course of the mortuary proceedings of Benjamin Bynum, and of record in the court of probates of said parish.

To the 9th. This respondent answers, that after the death of his wife, in 1824, he caused no such inventory and appraisement to be made as is mentioned in this inventory.

To the 10th. This respondent says, that he did not qualify himself by the authority of the probate court to administer the estate of Benjamin Bynum and his deceased wife, at any time previous to the year 1827.

To the 11th. This respondent answers, that when the Bynum negroes were removed from Lake Concordia plantation in 1820, such removal was made with the consent and at the desire of his said wife, and no such authority from the court of probates was deemed necessary, and none applied for.

To the 12th. This respondent answers, that he never did act as clerk of any court in Louisiana; that he was for a time parish judge of the parish of Concordia, and he resigned his said office of judge, to the best of his recollection, some time in the year 1818.

To the 13th interrogatory. This respondent answers, that when the slaves mentioned in the said interrogatory were removed from the Lake Concordia plantation, they were placed upon a portion of the Somerset estate, as it is described in his answer to the fourth interrogatory, the titles to which are set forth in his answers to the said 4th interrogatory; their immediate location was in the rear of the lands cultivated in front on the river, but there was no particular tract of land, nor any specific number of acres, set apart for their labors and cultivation, but they were employed in the labor of the entire estate wherever it was most wanted or judged most advantageous.

To the 14th. This respondent answers, that several small cabins were erected for the accommodation of the said slaves, and they were under the superintendence of a man named Hoover, under whom they were removed; but Hoover was dismissed about three or four months

after the removal, and after that time they were under no particular superintendence, except the overseer of the plantation on the river.

To the 15th. This respondent answers, that the whole ridge of land containing three thousand acres and upwards, as described in his answer to the fourth interrogatory, was, and is now, called Somerset; that this respondent had an overseer on that part of the land on the river, and who, after the dismissal of Hoover, as set forth in his answer to the last preceding interrogatory, occasionally visited and directed the labor of the slaves in the rear.

To the 16th. This respondent answers, that the slaves mentioned in this interrogatory remained on that part of the Somerset tract of land where they were first located, until some time in the spring, or early in the summer of 1823; as well as this respondent now recollects, when the high water and overflow of the river compelled their removal to the higher lands in front on the river, where they remained until their partition among the children of respondent's deceased wife by the first marriage.

To the 17th. This respondent answers, that there was a cane break either on the spot or in the neighborhood of the spot, where the cabins of the said slaves were built, which of course was cut down and cleared up, and this clearing, together with the fields that had been cleared, used, and occupied by the squatters or occupants, whose rights had been purchased out by this respondent, formed the land upon which the said slaves were principally employed during the time they continued in said location previous to their removal to the front land.

To the 18th. This respondent answers, that after the removal of the slaves to the front of the Somerset tract, they were employed in such work or labor as they were capable of; but there were among them so large a proportion of old Africans, breeding and suckling women, and such an over proportion of young children, that they were not of much use in heavy labor; they were generally employed principally in the light work of the plantation on the river, or front of the Somerset estate, as before described.

To the 19th. This respondent answers, that there was not due to the estate of the said Benjamin Bynum, or to that of his deceased wife, the several sums of money in complainants' bill set forth, to the knowledge of this respondent; that all the sums of money due to the estate of Benjamin Bynum or his wife at the time of his marriage, to the knowledge of this respondent, are those set forth in this his answer to that part of the said complainants' bill charging him with the receipts of the money alluded to in this interrogatory, amounting in all to the sum of fifteen hundred and seventeen dollars 8¾ cents, and for which he has accounted as hereinbefore stated.

To the 20th. This respondent answers, that he did pay to Francis A. Bynum the amount of the notes mentioned in this interrogatory, that is to say, I paid three of the said notes during the coverture, and one thousand dollars on the fourth; the remainder I did not pay until 1826, it having been attached or held by some legal process until that

time, and when the judgment was rendered this respondent paid the money according to the judgment.

To the 21st. This respondent answers, that he cannot say that Messrs. Rutherford, Fisk and McNeil paid the note for him, but I find it in their hands, or that of one of the partners, and paid to them as their agents authorized to receive it.

To the 22d. This respondent answers, that all the said notes, as stated to have been paid by him in his answer to the two last interrogatories, were notes given by him for the purchase of twenty slaves in the year 1812 from F. A. Bynum on a credit of ten years, by yearly instalments, and which notes he paid as they respectively fell due, or at different periods after they became due, either to Benjamin himself, or persons holding the same by transfer or otherwise authorized to receive the amounts.

To the 23d. He answers, that he has no doubt that he paid to the Bank of Mississippi in 1822 the amount which he then owed them, what the exact amount was this respondent does not now recollect, not having made any memorandum or kept any account thereof; he had for some time before and at the time of his marriage, a standing accommodation at that bank, which was sometimes enlarged and sometimes reduced; he thinks the amount then paid was upwards of two thousand dollars and less than three thousand.

To the 24th. This respondent answers, that about the time mentioned in this interrogatory he did purchase from Arthur Mahen a piece of land in the neighborhood of Natchez, in the State of Mississippi.

To the 25th. This respondent answers, that he did pay to the said Mahen the amount of the five notes mentioned in this interrogatory about the time specified.

To the 26th. This respondent answers, that he did erect upon the said land a dwelling-house; that this establishment was called the Briers; that the house was large and suitable to the number of his family; that he cannot say precisely what the building, levelling, fencing, furnishing, and other improvements, actually cost him, as he kept no account or memorandum thereof, but he believes they cost between ten and fifteen thousand dollars.

To the 27th. This respondent answers, that he cannot say that he actually purchased from Elihu Hall Bay 2100 acres of land, as stated in this interrogatory; the facts of the transaction are these, this respondent was the owner of about two thousand acres of land in the Lyman Mandamus, under a grant from the Spanish government, and which he had owned for some years previous; Bay claimed two thousand acres or thereabouts under a British grant, which was supposed to interfere with the lands of this respondent, and to bring the two titles into conflict; this respondent did purchase from Bay his pretensions under the British grant to quiet this title under the Spanish grant; took a conveyance from him for the whole land claimed under it, and paid him the sum of two thousand dollars for his title.

To the 28th. This respondent answers, that he being the owner of a considerable quantity of land in what was called Lyman Mandamus

grant, and there being various outstanding claims or titles to land within the limits of said grant, which might interfere with this respondent's title, and among others a claim called the Hartley claim, and this respondent being anxious to perfect his title, did employ Mr. Sagar Turner to purchase for him the interest of one of the heirs of Hartley in the claim aforesaid; Mr. Turner made the purchase for this respondent, paid a thousand dollars for the same, and took a conveyance to himself; this respondent refunded to him the thousand dollars, and took a conveyance to himself; whether this deed of conveyance was for a specific number of acres, or was the undivided interest of the heirs who sold, or what are the precise terms of the deed, this repondent does not now remember, as it was many years since he has seen the deed, but when produced it will speak for itself; but this respondent never came into actual possession of any particular portion or quantity of land under or by virtue of said deed, but he bought it as an outstanding claim or title, which might interfere with his own title to lands already possessed, to perfect his own title, and quiet his possession; this claim or title did interfere with the lands of the respondent as held under his title from Elihu Hall Bay, and which title was thus perfected; and part of it was conveyed to the complainant Fourniquet, by the deed of the 25th of December, 1833, as in his answer stated.

To the 29th. This respondent answers, that the land, or claim to land, conveyed to him by Turner, formed no part of the Long Branch plantation.

To the 30th. This respondent answers, that the Long Branch plantation was a part, or was formed out, of lands of much greater extent, originally about 2,000 acres, part thereof purchased by this respondent, in the year 1816, from John Patterson, and the rest purchased in the year 1817; I paid Patterson for the lands purchased of him seventeen hundred dollars, and the other portion cost me from five to six hundred dollars; I purchased it from one Grymes, to whom I paid three hundred dollars for his title, and afterwards expended other money to perfect the title.

To the 31st. This respondent answers, that Isaac Horne, the person mentioned in the interrogatory, was a mere squatter on the public domain, and had no real title to any lands; I purchased from him the right which he supposed he had acquired by occupancy, with a view to get rid of him and his pretensions, so as to secure the lands without his opposition or interference, by purchase from the Government or otherwise; although his receipt for the purchase money specifies cattle, I never got any, none was ever delivered to me, and, having accomplished my object in getting rid of Horne, and his pretensions to the land, I never troubled myself about the cattle, and never came into possession, or acquired title to any specific quantity of land under any purchase from Horne.

To the 32d. This respondent answers, that about the time mentioned in this interrogatory there was adjudicated to him, at the sale of the estate of Abraham McCormack, a tract of land supposed to be 640 acres,

for the price of one hundred dollars, but that shortly afterwards it appeared that the said McCormack was not dead, but only absent from the country; that administration of his estate had been improperly granted; that the sale to him was null and void; that the price he had paid was refunded to him and the sale cancelled, and he acquired no title to any lands thereby; that the granting of administration in the McCormack estate to Pettibone had been mainly procured at the instance of one Jonathan Thompson, to whom this respondent conveyed all the interest he had acquired under the adjudication aforesaid, and who refunded to him the one hundred dollars he had paid to Pettibone, the administrator; and the sale was cancelled in that manner some time in 1821, or thereabouts, but long before the death of his wife.

To the 33d. This respondent answers, that on or about the ninth day of January, 1827, he did purchase from Israel Loring the same tract of land which he intended to purchase from the estate of McCormack, as stated in his answer to the last interrogatory; the said Loring having, in the mean time, acquired a good title thereto from McCormack, and for which he paid the sum of eight thousand dollars in notes; this purchase included the right to back [of] a second concession, which Loring had entered and paid for to the Government.

To the 34th. This respondent answers, that he did give to the said Loring, in payment for said land, the notes of McAlpin for eight thousand dollars, which notes this respondent had taken from said McAlpin to secure the price of eight hundred or a thousand acres of land in the Lyman Mandamus tract, sold to him by this respondent, which land was a part of the land purchased from John Pettibone and others, in 1816 and 1817; and the outstanding claim or title of Elihu Bay Hall, to which he purchased, as is hereinbefore stated in his answer to the 27th interrogatory.

To the 35th interrogatory. This respondent answers, the right under the act of Congress to the back of the second concession, in the rear of the McCormack tract, amounting to six hundred and forty acres, and consummated by Loring and one Clark, in 1821, by entering the same in the land office, and paying the money therefor into the treasury, and obtaining the receipt of the receiver of public moneys therefor, and was conveyed to this respondent by Loring, in 1827, as is hereinbefore stated.

To the 36th. This respondent answers, that he did, on the first day of March, 1820, purchase from the said Gamaliel Pease and wife three tracts of land, which are set forth and described in their deed to him of that date, which is hereunto annexed, and exhibited as a part of this answer.

To the 37th interrogatory. This respondent answers, that he did, on the 26th day of March, 1820, purchase from William Collins a tract of five hundred acres of land, as will appear by the deed made to him on that day, which is hereto annexed, and referred to as making a part of this answer.

To the 38th interrogatory. This respondent answers, that the said

Patterson was a squatter on the public land; that he had no other title but that of occupancy; that the lands occupied by Patterson were adjudicated to him at the sale of the estate of the said Patterson; that no specific number of acres were acquired by the said adjudication; the deed of the curator Watson is hereunto annexed, and will show the description of the land; that the settlement or occupancy of Patterson was of no value, but the object and chief inducement of the respondent was, to clear his neighborhood of all such persons, and their pretensions to the land by occupancy; this land was afterwards included in grants or titles made by the Government to this respondent and others, as part of the public domain; the thirty acres of land called for as adjoining this respondent, were found or took possession of under the deed from Patterson's curators, his object being accomplished by getting rid of Patterson's pretensions to the principal settlement; the crops consisted of corn standing in the field, worth, as this respondent believes, about one hundred and fifty or two hundred dollars; he gathered it in and used it on his plantation.

To the 40th. This respondent answers, that he did obtain from the Government a patent, in the year 1837, for four hundred and eighty-nine acres of land, at the back or second concession of the Rives tract of the Somerset estate, purchased by this respondent of Bullock in the year 1806, and which he had entered in the land office some time in the year 1821, under the act of Congress allowing the privilege of entering such lands to the first proprietors.

To the 41st interrogatory. This respondent answers, that the tract of land mentioned in this interrogatory was the same he purchased from Isaac Horne, as set forth in his answer to the 31st interrogatory, to which he specially refers as part of his answer to this interrogatory. That Samuel Gustine had acquired some right to the same, by having purchased the same at a sale made by the sheriff of Concordia, for taxes assessed upon Horne, which right this respondent purchased from the said Gustine for the sum of fifty-three dollars and twenty-four cents, with a view to extinguish all pretensions or claims under Horne, and he herewith exhibits the deed from Gustine to himself, as part hereof.

To the 42d interrogatory. This respondent answers, that some time in the year 1821, or between that and the year 1824, he did sell to George Lake a certain portion of the land which he owned in the Lyman Mandamus, in Claiborne county, in the State of Mississippi, and which he had acquired in the years 1816 and 1817, as herein before stated; the price for which he sold the same he does not now remember, but he believes the true consideration is expressed in the deed of conveyance, which he supposes is in possession of his vendee, or some one claiming under him, and is not in the possession of this respondent.

To the 43d interrogatory. This respondent answers, that he did not receive from Lake, on the first of March, 1823, the sum of money mentioned in this interrogatory. This respondent received partial payments from Lake up to the year 1829, at various times, the particulars of

which he does not now remember; and in 1829 he transferred the whole balance then due him from Lake in payment of other lands he then purchased.

To the 44th interrogatory. This respondent answers, that the crop on Somerset estate did amount, in the year 1824, to two hundred and sixty-eight bales, and was sold for the sum of eighteen thousand three hundred and sixty-seven dollars and sixteen cents, a just portion of which sum was allowed to the complainants in the account rendered and settled in 1827, and which preceded their final receipts and acquittances, and the balance was applied to the expenses of the plantation for that year, to the payment of outstanding debts incurred during the continuance of his marriage.

To the 45th. This respondent answers, that he cannot say whether the tax list mentioned in this interrogatory represents him as possessing 4,657 acres of land, or what the same was valued at on the said list, not having the same before him, nor does he now recollect on what number of acres of land he paid taxes that year. But the assessment roll or tax list will show the number of acres, the amount at which it was assessed, and the amount of taxes charged thereon.

To the 46th interrogatory. This respondent answers, that if the said tax list does assess to this respondent 3,317 acres of land in one item, then he supposes it must mean to embrace the Somerset estate, which did consist of about that quantity. If the whole amount of land on the said tax list was 4,657 acres, he supposes it was composed of the Somerset estate, the Bynum tract of one thousand and fifty acres, which was assessed in his name after his marriage, and a tract of land supposed to contain 300 acres, which he owned on the Mississippi river, nearly opposite Natchez, and which he had sold to Lapice.

To the 47th interrogatory. He answers, that he did not, during the period mentioned in this interrogatory, purchase any other lands except those embraced in this his answer, as herein stated and admitted to have been purchased and acquired by him, with the exception of a lot in the town of Natchez, Mississippi, which may have been purchased within that period, and which he afterwards gave as a donation to the Natchez academy.

OGDEN & GRIMES,
Solicitors for Deft.

John Perkins, the defendant, being duly sworn, doth depose and say, that all the matters and things set forth in the foregoing answers to the plaintiffs' bill and interrogatories, stated as of his own knowledge, are true; and that all stated from the information of others he believes to be true.

JOHN PERKINS.

Sworn to and subscribed before me, this 6th day of January, 1845.

THOS. H. McCALEB,
U. S. Judge.

Exhibits attached to the answer.

Transcript of papers in the estate of Benjamin Bynum, deceased. Process verbal of family meeting.

STATE OF LOUISIANA, *parish of Concordia:*

Be it remembered, that on the 21st day of May, 1827, I, Robert Ogden, parish judge and ex officio judge of probates in and for the parish aforesaid, at my office in said parish, did convene a family composed of the relations and friends of the Messrs. Benjamin S. Bynum, Mary C. Bynum, Harriet J. Bynum, above the age of fourteen, and John Perkins and William Perkins, under the age of fourteen, heirs of Benjamin Bynum and Mary Perkins, late of said parish, deceased, and now absent from the State, for the purpose of recommending fit persons to be curators ad bona and ad lites, to the persons and estates of the said minors, above the age of fourteen, and also a fit person to be appointed tutor to the minors under the age of fourteen [years,] having estate in the said parish.

And the said family meeting, composed of John D. Smith, Sugars Turner, Thomas Alexander, David Alexander, and George S. Guion, relations and friends of the said minors, within the said parish, having taken and subscribed the oath before me, in such case by law required, do recommend that John Perkins, of the parish aforesaid, be appointed and constituted curator "ad bona" to the persons and estates of the said minors above the age of fourteen, and Martin W. Ewing, of the said parish, to be curator ad lites to the last mentioned minors; and also John Perkins, of the parish aforesaid, to be tutor to the persons and estates of the said minors under the age of fourteen, as aforesaid, upon their complying respectively with the requisitions of the law in such case made and provided; and the said family meeting do hereby further recommend that a partition of the several estates of Benjamin Bynum and Mary Perkins, deceased, within the parish aforesaid, be forthwith made in kind, they deeming the same to be highly expedient and requisite.

JNO. D. SMITH,
SUGARS TURNER,
THOS. ALEXANDER,
D. ALEXANDER,
GEORGE S. GUION.

Witnesses present—
JAMES NOWLEN,
A. STEINSBURGH.

In testimony whereof I have hereunto set my hand and affixed my seal of office, this 21st day of May, 1827.

[SEAL] ROBERT ODGEN,
Parish judge and ex officio notary public.

Estate of Benjamin Bynum, deceased.

STATE OF LOUISIANA, *parish of Concordia, ss:*

Be it remembered, that on the second day of March, in the year of

which he does not now remember; and in 1829 he transferred the whole balance then due him from Lake in payment of other lands he then purchased.

To the 44th interrogatory. This respondent answers, that the crop on Somerset estate did amount, in the year 1824, to two hundred and sixty-eight bales, and was sold for the sum of eighteen thousand three hundred and sixty-seven dollars and sixteen cents, a just portion of which sum was allowed to the complainants in the account rendered and settled in 1827, and which preceded their final receipts and acquittances, and the balance was applied to the expenses of the plantation for that year, to the payment of outstanding debts incurred during the continuance of his marriage.

To the 45th. This respondent answers, that he cannot say whether the tax list mentioned in this interrogatory represents him as possessing 4,657 acres of land, or what the same was valued at on the said list, not having the same before him, nor does he now recollect on what number of acres of land he paid taxes that year. But the assessment roll or tax list will show the number of acres, the amount at which it was assessed, and the amount of taxes charged thereon.

To the 46th interrogatory. This respondent answers, that if the said tax list does assess to this respondent 3,317 acres of land in one item, then he supposes it must mean to embrace the Somerset estate, which did consist of about that quantity. If the whole amount of land on the said tax list was 4,657 acres, he supposes it was composed of the Somerset estate, the Bynum tract of one thousand and fifty acres, which was assessed in his name after his marriage, and a tract of land supposed to contain 300 acres, which he owned on the Mississippi river, nearly opposite Natchez, and which he had sold to Lapice.

To the 47th interrogatory. He answers, that he did not, during the period mentioned in this interrogatory, purchase any other lands except those embraced in this his answer, as herein stated and admitted to have been purchased and acquired by him, with the exception of a lot in the town of Natchez, Mississippi, which may have been purchased within that period, and which he afterwards gave as a donation to the Natchez academy.

OGDEN & GRIMES,
Solicitors for Deft.

John Perkins, the defendant, being duly sworn, doth depose and say, that all the matters and things set forth in the foregoing answers to the plaintiffs' bill and interrogatories, stated as of his own knowledge, are true; and that all stated from the information of others he believes to be true.

JOHN PERKINS.

Sworn to and subscribed before me, this 6th day of January, 1845.

THOS. H. McCALEB,
U. S. Judge.

Exhibits attached to the answer.

Transcript of papers in the estate of Benjamin Bynum, deceased. Process verbal of family meeting.

STATE OF LOUISIANA, *parish of Concordia:*

Be it remembered, that on the 21st day of May, 1827, I, Robert Ogden, parish judge and ex officio judge of probates in and for the parish aforesaid, at my office in said parish, did convene a family composed of the relations and friends of the Messrs. Benjamin S. Bynum, Mary C. Bynum, Harriet J. Bynum, above the age of fourteen, and John Perkins and William Perkins, under the age of fourteen, heirs of Benjamin Bynum and Mary Perkins, late of said parish, deceased, and now absent from the State, for the purpose of recommending fit persons to be curators ad bona and ad lites, to the persons and estates of the said minors, above the age of fourteen, and also a fit person to be appointed tutor to the minors under the age of fourteen [years,] having estate in the said parish.

And the said family meeting, composed of John D. Smith, Sugars Turner, Thomas Alexander, David Alexander, and George S. Guion, relations and friends of the said minors, within the said parish, having taken and subscribed the oath before me, in such case by law required, do recommend that John Perkins, of the parish aforesaid, be appointed and constituted curator "ad bona" to the persons and estates of the said minors above the age of fourteen, and Martin W. Ewing, of the said parish, to be curator ad lites to the last mentioned minors; and also John Perkins, of the parish aforesaid, to be tutor to the persons and estates of the said minors under the age of fourteen, as aforesaid, upon their complying respectively with the requisitions of the law in such case made and provided; and the said family meeting do hereby further recommend that a partition of the several estates of Benjamin Bynum and Mary Perkins, deceased, within the parish aforesaid, be forthwith made in kind, they deeming the same to be highly expedient and requisite.

JNO. D. SMITH,
SUGARS TURNER,
THOS. ALEXANDER,
D. ALEXANDER,
GEORGE S. GUION.

Witnesses present—
JAMES NOWLEN,
A. STEINSBURGH.

In testimony whereof I have hereunto set my hand and affixed my seal of office, this 21st day of May, 1827.

[SEAL] ROBERT ODGEN,
Parish judge and ex officio notary public.

Estate of Benjamin Bynum, deceased.

STATE OF LOUISIANA, *parish of Concordia, ss:*

Be it remembered, that on the second day of March, in the year of

our Lord one thousand eight hundred and twenty-seven, at the plantation called Somerset, the residence of the Hon. John Perkins, in the parish aforesaid, upon his petition, setting forth that he is about to present a final administration account of the estate, in his hands, of Benjamin Bynum, formerly of the parish aforesaid, deceased, and to cause legal proceedings to be had, to effect a judicial partition of said estate among the heirs of the said deceased.

I, Robert Ogden, judge of the parish aforesaid, and ex officio judge of probates in and for the said parish, proceeded to cause an inventory and appraisement to be made of the estate of the deceased, and for this purpose I appointed and authorized Joseph Smith, esq. and Mr. James Noalen, freeholders and residents of the said parish, appraisers, to appraise and set a value on all and singular the said estate, who took and subscribed before me the oath, by law in such cases prescribed; and the following is a just and true inventory and appraisement of all and singular the immoveables and moveable estate of the said deceased, within the parish aforesaid, so far as the same were shewn to us, or otherwise, after diligent inquiry, came to our knowledge.

1040 acres of land on Lake Concordia, in the parish aforesaid, on which the deceased in his lifetime resided, valued at - - - - - - - -						$10,000
The negroes, to wit:						
1.	Negro man Frank,	50 years,				$200
2.	" woman Maria,	40 "	his wife,			300
3.	" boy Alexander,	14 "	children of Frank and Maria,			300
4.	" boy Anderson,	9 "				250
5.	" girl Frances,	7 "	do.	do.		200
6.	" girl Lucy,	5 "	do.	do.		200
7.	" boy Parker,	3 "	do.	do.		150
8.	" boy Frank,	1 "	do.	do.		100
9.	" man Will,	50 "				300
10.	" woman Dinah,	33 "	wife of Will,			400
11.	" girl Rose,	13 "	children of Will and Dinah,			300
12.	" boy George,	7 "				250
13.	" boy William,	5 "	do.	do.		250
14.	" boy Robert,	3 "	do.	do.		200
15.	" girl Celia,	1 "	do.	do.		150
16.	" man Miambo,	50 "				200
17.	" boy Abram,	16 "	child of Miambo,			200
18.	" girl Abby,	14 "	do.	do.		300
19.	" girl China,	12 "	do.	do.		250
20.	" boy Tom,	5 "	do.	do.		250
21.	" woman Judy Myers,	25 "				400
22.	" boy Edward,	4 "	children of Judah Myers,			150
23.	" boy Harry,	7 months,				50
24.	" man Daniel,	50 years,				250
25.	" boy Little Daniel,	14 "	child of Daniel,			400
26.	" boy Patrick,	13 "	do.	do.		350
27.	" boy Lewis,	5 "	do.	do.		200
28.	" woman Sarah,	47 "	wife of Daniel,			200
29.	" woman Milley,	37 "				350
30.	" boy Ned,	16 "				400
31.	" man Billy,	33 "				300
32.	" woman Suckey,	33 "				400
33.	" boy Daniel,	9 "				300
34.	" boy Moses,	7 "				250
35.	" girl Lucy,	5 "				200
	Carried forward,					$18,800

	Amount brought forward,				$18,800
36.	Negro girl Elanor,	3 years,			150
37.	" girl Leah,	1 year,			100
38.	" woman Judy Mooney,	25 years,			400
39.	" girl Caroline,	5 "	children of Judy Mooney,		200
40.	" girl Jane,	2 "			150
41.	" man Simon,	50 "			200
42.	" woman Jusa,	35 "	wife of Simon,		350
43.	" woman Sally, and	20 "	Sally's child,		450
44.	" girl Jenny,	1 year,			
45.	" boy Jack,	16 years,			400
46.	" girl Rachel,	14 "			300
47.	" boy Simon,	9 "			300
48.	" girl Betsey,	5 "			200
49.	" boy Jacob,	3 "			200
50.	" man Peter,	33 "			450
51.	" woman Old Sarah,	70 "			100
52.	" man Lewis,	33 "			450
53.	" woman Nelly,	30 "	wife of Lewis,		400
54.	" boy Charles,	9 "	child of Lewis and Nelly,		300
55.	" girl Tamur,	5 "	do.	do.	200
56.	" boy Harry,	3 "	do.	do.	150
57.	" girl Sarah,	1 year,	do.	do.	100
58.	" man Parker,	33 years,			500
59.	" girl Elanor,	14 "			350
	Given by Mrs. Perkins to daughter Ann.				
60.	" boy Jim,	16 years,			450
	Given by Mrs. Perkins to son Benjamin.				
1 chest of old carpenter's tools, valued at					5
4 mules,					200
The stock of cattle, supposed to be 60 head,					200
					$26,035

Amounting to twenty-six thousand and fifty-five dollars. In testimony whereof we, the said appraisers, have hereunto subscribed our names in presence of the undersigned witnesses and the said judge, the day and year, and at the place aforesaid.

JOSEPH SMITH,
JAMES NOALEN,
Appraisers.
ROBERT OGDEN,
Parish Judge.

Before me, witnesses present,
E. JAMES SMITH,
MOSES MULHOLLAND.

Estate of Mrs. Mary Perkins, deceased.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that on the second day of March, in the year of our Lord one thousand eight hundred and twenty-seven, at Somerset plantation, the residence of the honorable John Perkins, in the parish aforesaid, upon his petition, setting forth that he is about to present a final administrative account of the estate in his hands of Mrs. Mary Perkins, deceased, within the parish aforesaid; and to cause legal pro-

ceedings to be had to effect a judicial partition of the said estate among the heirs of the said deceased, I, Robert Ogden, judge of the parish aforesaid, ex officio judge of probates in and for the said parish, proceeded to cause inventory and appraisement to be made of the estate of the said deceased, and for this purpose I appointed and authorized Joseph Smith, esquire, and James Noalen, freeholders and residents of the said parish, appraisers, to appraise and set a value on all and singular the said estate, who took and subscribed before me the oath by law in such case prescribed, and the following is a just and true inventory and appraisement of all and singular the moveable and immoveable estate of the said deceased within the parish aforesaid, so far as the same were shown to us, or otherwise, after diligent search, came to our knowledge, viz :

1.	Negro man,	aged	35,		valued at	$200 00
2.	" woman Lucy, his wife,	"	40,		"	250 00
3.	" woman Rose,	"	22,		"	400 00
4.	" woman Selina,	"	20,		"	400 00
5.	" boy Jack,	"	16,		"	350 00
6.	" girl Lucy,	"	14,	child of Cook and Lucy,	"	300 00
7.	" boy Jim,	"	12,		"	300 00
8.	" boy Peter,	"	10,		"	300 00
9.	" man Caleb,	"	24,		"	500 00
10.	" woman Abbey,	"	35,		"	350 00
11.	" man George,	"	17,		"	400 00
12.	" woman Rose,	"	24,		"	400 00
13.	" boy Ephraim,	"	4,	child of Rose,	"	900 00
14.	" girl Fanny,	"	2½,	do.	"	150 00
15.	" Caroline,	"	6 mos.	do.	"	50 00
16.	" man Big Abram,	"	21,		"	900 00
17.	" woman Judah,	"	26,		"	300 00
18.	" woman Black Maria,	"	32,		"	400 00
19.	" Yellow Maria,	"	30,		"	400 00
20.	" man African John,	"	34,		"	25 00
21.	" man Sam,	"	19,		"	400 00
	Two mules,					50 00
						$6325 00

Amounting to six thousand three hundred and twenty-five dollars.

In testimony whereof, we, the said appraisers, have hereunto subscribed our names the day and year and at the place aforesaid, in presence of the undersigned witnesses, and the said judge.

JOSEPH SMITH,
JAMES NOWLEN,
Appraisers.

Before me, ROBERT OGDEN,
Parish Judge.

Witnesses present—
D. James Smith,
Moses Munholland.

Supplemental.

And I, the said James Nowlen, appraiser as aforesaid, and sworn as aforesaid, being called to appraise the negro boy Arthur, belonging to

the same estate, and omitted in the inventory aforesaid, by reason of his being at the time of taking it absent in the State of Mississippi, doth declare and say, to the best of his knowledge and judgment, that the said negro is worth two hundred and fifty dollars.

JAMES NOWLEN.

I concur in the above. JOSEPH SMITH.

Before me,

ROBERT OGDEN, *Parish Judge, &c.*

Witnesses present—
ANSON STANSBURGH,
MARTIN W. EWING.

THE STATE OF LOUISIANA,
Parish of Concordia, ss.

Be it remembered, that on the twenty-ninth day of May, in the year our Lord one thousand eight hundred and twenty-seven, at my office, in the parish aforesaid, before me, the undersigned, parish judge and ex officio judge of probates and notary public, in and for the parish aforesaid, Joseph Smith and Pleasant R. Thacker, of the parish aforesaid, duly commissioned and sworn to form and appraise the lots to effect a judicial partition of the estates within the parish aforesaid of Benjamin Bynum and Mary Perkins, deceased, made return to me of their proceedings in this behalf as follows, to wit, of the estate of Benjamin Bynum, deceased, to be divided among his four heirs, Mrs. Ann Ewing, Mary C. Bynum, Harriet J. Bynum, and Benjamin S. Bynum, they formed and apportioned the same into four lots, as follows, viz: The lot No. 1 to consist of one undivided fourth part of one undivided half part of one thousand and forty acres of land, situated on Lake Concordia, in the parish aforesaid, on which the said Benjamin Bynum in his lifetime resided, viz., one hundred and thirty acres, valued in the inventory, taken on the second day of March, 1827, at ten dollars per acre, and the following negroes, valued as aforesaid: Judah Myers, aged 25 years, valued at $400; Edward, 4, $150, Harriet, 7 months, $50, children of Judah Myers; Little Daniel, 16, $400, Patrick, 13, $350, Leus, 5, $200, children of Big Daniel; Big Daniel, 50, $250; Big Sarah, $200; Miambo, 50, $200; Ned, 16, $200, Polly, 14, $300, Tom, 5, $200, children of Sally, deceased; also, one mule, $50. Amounting in the whole to four thousand four hundred and fifty dollars.

2. The lot No. 2 to consist of the like undivided portion of land, viz, one hundred and thirty acres as aforesaid, and the following negroes, valued as aforesaid, viz., Billy 33, $300; Suckey, his wife, 33, $400; David 9, $300, Moses 7, $250, Lucy 5, $200, Elanor 3, $150, Leah 1, $100, children of Suckey; Milly 37, $350; Abraham 16, $200, child of Sally deceased; Parker 3, $150; Lucy 51, $200, child of Frank; Parker 33, $500; also 1 mule, $50; amounting in all to four thousand four hundred and fifty dollars.

3. The lot No. 3, to consist of the like undivided portion of land, viz., one hundred and thirty acres as aforesaid, and the following negroes, valued as aforesaid, viz., Will 50, $300; Dinah his wife 33, $400; Dick 16, $400, son of Simon; Robert, son of Will, $150; Celia 16, $400, daughter of Will; Nelly 30, $400; Charles 9, $300; Sam 5, $200; Henry 3, $150; Sarah 1, $100, children of Nelly; Sarah 80, $100; Peter 33, $450; also 1 mule, $50; and 15 head of cattle, $50; amounting in all to four thousand four hundred and fifty dollars.

4. The lot No. 4 to consist of the like undivided portion of land, viz., one hundred and thirty acres as aforesaid, and the following negroes, valued as aforesaid, viz., Judah Mooney 25, $400; Caroline 5, $200, Jane 2, $150, children of Judah Mooney; Simon 50, $200; Jane his wife 35, $350; Sally 20, and her child Jane, $450; Rose, daughter of Will, 14, $300; Rachel 10, $300, Simon 9, $300, Betsey 5, $300, Jacob 3, $200, children of Simon; also 1 mule, $50; and 15 head of cattle, $50; amounting in all to four thousand four hundred and fifty dollars.

And, of the estate of Mary Perkins, deceased, to be divided among her six heirs, viz., the four before named, and John Perkins and William Perkins, her children by her last marriage, they, the said experts, formed and apportioned the same into six lots as follows, viz:

1. The lot No. 1 to consist of one undivided half part of the tracts of land aforesaid, viz., eighty-six acres and 4 sixths of an acre, and the following negroes, viz., Frank 50, $200; Maria his wife 37, $300; Frank 1, $100, Fanny 7, $200, children of Frank; Samuel 19, $400; also 1 mule, $25; 30 head of cattle, $100; amounting in all to the sum of two thousand one hundred and ninety-one dollars six cents.

2. The lot No. 2 to consist of the like undivided half part of the tract of land aforesaid, viz., eighty-six acres and four 6ths of an acre, and the following negroes, viz., Cook 55, $200; Lucy his wife 40, $250; Jim 12, $300, child of Cook; Lewis 33, $450; Anderson 10, $250, child of Frank; amounting in all to two thousand three hundred and sixteen dollars sixty-six cents.

3. The lot No. 3 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres and four 6ths of an acre, and the following negroes, viz., Rowe 24, $400, wife of Peter; Ephraim 4, $250; Fanny 2½, $150, Caroline 6 months, $50, children of Rose; Caleb 24, $500; also 1 mule, $25; amounting in all to two thousand and ninety-one dollars and sixty-six cents.

4. The lot No. 4 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres and four sixths of an acre, and the following negroes, viz., Alexander 14, $350, child of Frank; China 12, $250, child of Sally deceased; Celina 20, $400, child of Lucy; Rose 22, $400; amounting in all to two thousand two hundred and sixty-six dollars and sixty-six cents.

5. The lot No. 5 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres

and four 6ths of an acre, and the following negroes, viz., Abb 35, $350; George 17, $400; Jack 16, $350, son of Cook; Susy 14, $300, daughter of Cook; amounting in the whole to two thousand two hundred sixty-six dollars and sixty-six cents.

6th. The lot No. 6 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty six acres and four 6ths of an acre, and the following negroes, viz., Big Abraham, infirm, $200; Judah 26, $300; Black Maria 24, $400; Yellow Maria 30, $400; African $25; amounting in all to two thousand one hundred and ninety-one dollars and sixty-six cents.

And the said lots appropriated as aforesaid in presence of John Perkins, curator ad bona, and tutor respectively, to the minor heirs, and of Martin W. Ewing, the husband of the said Mrs. Ann Ewing, and curator ad lites and under tutor of the said minors respectively, and before the said judge and notary, were drawn by the said experts to the several minor heirs as follows, viz:

Of the estate of Benjamin Bynum, deceased.

The lot No. 1, to Miss Ann Ewing.
The lot No. 2, to Miss Harriet J. Bynum.
The lot No. 3, to Miss Mary C. Bynum.
The lot No. 4, to Benjamin S. Bynum.

And of the estate of Mary Perkins, deceased.

The lot No. 1, to Mrs. Ann Ewing.
The lot No. 2, to William Perkins.
The lot No. 3, to Benjamin Bynum.
The lot No. 4, to Harriet J. Bynum.
The lot No. 5, to John Perkins, jr.
The lot No. 6, to Mary C. Bynum.

In testimony whereof the said experts have hereunto subscribed their names, the day and year and at the place aforesaid, in presence of the undersigned witnesses, and before the undersigned judge and notary public.

JOSEPH SMITH,
P. A. THACKER.

Witness—
GEO. S. GUION,
S. THOMPSON.

Before me, with my seal of office.

ROBT. OGDEN,
Parish judge and notary public.

STATE OF LOUISIANA,
Parish of Concordia.

At a special court of probates, in and for the said parish, this 29th present, Robert Ogden, judge, George S. Guion, clerk, in the

matters of the succession of Mrs. Mary Perkins, deceased, and Benjamin Bynum, deceased.

Petition.

JOHN PERKINS, curator and tutor, &c.
vs.
THE SAID SUCCESSION.

Appeared the said plaintiff, as curator ad bona and tutor respectively to the said minor heirs of the said succession, and Martin W. Ewing, representing his wife Mrs. Ann Ewing, one of the heirs of the said succession, and as curator ad lites and under tutor respectively to the said minors, and the foregoing return of the experts of the forming and drawing of the lots, to effect a judicial partition of the estates therein mentioned, being read, it is hereby ordered, adjudged, and decreed, that the same be allowed and confirmed, subject to whatever opposition may be made and sustained and prescribed by law; the time within which opposition may be received being, by consent of the parties aforesaid, extended to the 10th day of August next; after which, no opposition being made, this order and decree to be absolute; and it is hereupon ordered, adjudged, and decreed, subject as aforesaid, that the property mentioned in the several lots drawn as aforesaid be and remain the property of the several heirs respectively, as in the said return set down as drawn to them respectively. The heirs who have drawn an excess to contribute their proportion in money to make the shares of all the heirs equal.

ROBERT OGDEN,
Judge of probates.

Attest: GEO. S. GUION, *Clerk.*

STATE OF LOUISIANA,
Parish of Concordia, ss.

At a special court of probates in and for the said parish, this 22d December, 1827; present, Robert Ogden, judge.

In the matter of the succession of Mrs. Mary Perkins, deceased, and Benjamin Bynum, deceased.

Partition.

JOHN PERKINS, curator and tutor,
vs.
THE SAID SUCCESSION.

Appeared the said plaintiff, as curator ad bona and tutor respectively of the minor heirs of the said succession, and Martin W. Ewing, representing his wife Mrs. Ann Ewing, one of the heirs of the said successions, and as curator ad lites and under tutor respectively to the said minors, and no objection having been filed or offered to the partition adjudged on the 29th day of May last, with the consent of the said parties on their own behalf respectively, and on behalf of them they rep-

resent. It is hereby ordered, adjudged, and decreed, that the said partition be homologated and made final.

ROBERT OGDEN, *Judge of Probates.*

Partition filed 29th May, 1827.

ROBERT OGDEN, *Parish Judge.*

Homologation of do. filed 22d December, 1827.

ROBERT OGDEN, *Parish Judge.*

STATE OF LOUISIANA,
Parish of Concordia.

I, Alvin S. Brittain, deputy clerk of the probate court in and for the parish of concordia, State aforesaid, do hereby certify the foregoing to be a true transcript of the procès verbal of family meeting [and] recommending curators ad bona and ad lites, and tutors to the minor heirs of Benjamin Bynum, deceased; also inventories and appraisements on the 2d March, 1827, and also act of partition in the estate of Benj. Bynum, and Mrs. Mary Perkins, deceased, from the original on file and of record in this office.

In testimony whereof I have hereunto set my hand and the seal of said office, this 25th day of February, A. D. 1846.

ALVIN S. BRITTAIN,
Deputy clerk of said court.

Joint receipt and acquittance of Ewing and Wife.

Received of John Perkins his negro slaves, Lewis and Anderson, also his draft on A. Fisk for four hundred and seventy $\frac{34}{100}$ dollars, at one hundred and twenty days, endorsed R. M. Gaines, which, when paid, will be in full of all claim and demand of every kind and description which we, or either of us, may have against said Perkins, individually, or against him as curator of the estate of Benjamin Bynum and Mary Perkins, in the parish of Concordia, State of Louisiana, or as executor of the will of the said Mary Perkins, dated March 30th, 1822, and in full of all claims of every kind which we, or either of us, may have against said Perkins in any way whatever, we having received from said Perkins heretofore the following named slaves, to wit, Judah Myers, aged about 25 years; Edward, about 4 years; Harry, about 7 months; Little Daniel, about 16 years; Patrick, 13 years; Lewis, 5 years; Big Daniel, 50 years; Big Sarah, ; Miambo, about 50 years; Ned, 16 years; Polly, 14 years; Frank, about 50 years; Mariah, his wife, 37 years old; Frank, aged about 1 year; Fanny, about 7; Samuel, about 19 years; also two mules, 30 head of cattle, and a chest of tools; and the said Perkins accepts hereof, as a full satisfaction and discharge from the said Martin W. Ewing and Ann, his wife, in the premises.

Witness our hands and this 11th day of April, 1828.

MARTIN W. EWING,
ANN EWING,
JOHN PERKINS,
R. M. GAINES.

Attest:

STATE OF LOUISIANA,
Parish of Concordia, ss.

Before me, the undersigned, judge in and for the parish aforesaid, personally appeared the undersigned R. M. Gaines, of Adams county, in the State of Mississippi, and being duly sworn, deposes and says, that he was present and saw the above named parties execute the foregoing instrument of writing, as and for their respective acts, delivered for the purposes therein mentioned.

R. M. GAINES.

Sworn to and subscribed this 12th day of April, 1828.

ROBERT OGDEN, *Judge.*

STATE OF LOUISIANA,
Parish of Concordia, ss.

Recorded in book (E,) page 183.

In testimony whereof I have hereunto set my hand and the seal of office, this 2d day of April, 1828.

[L. S.]

ROBERT OGDEN,
Parish Judge, &c.

Joint receipt and release of Benjamin S. Bynum and Mary C. Bynum, to John Perkins.

Know all men by these presents, that we, Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, of the Briers, in the county of Adams, and State aforesaid, two of the heirs and legal representatives of Benjamin S. Bynum, late of the parish of Concordia, and State of Louisiana, deceased, and Mrs. Mary Perkins, late of the Briers, in the county and State aforesaid, but formerly of the parish of Concordia, and State of Louisiana aforesaid, also deceased, have on this day and at the previous dates, heretofore received from our step-father and guardian, John Perkins, all and each of our respective estates or shares, arising to us or growing out of either and both of said successions, in law or equity; in consideration whereof, we, the said Benjamin S. Bynum and Mary C. Bynum, jointly and severally, for ourselves, our heirs and assigns, do by these presents forever release and discharge him, the said John Perkins, and his heirs, from all claims and demands whatsoever at law or equity.

In testimony whereof we have hereunto set our hands this tenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine; and the said John Perkins being present, accepting by these presents, who, on the day and year above written, has also hereunto set his hand.

BENJAMIN S. BYNUM,
MARY C. BYNUM,
JOHN PERKINS.

Done in presence of—
JOHN P. FURNISS,
JOHN D. SMITH.

STATE OF LOUISIANA,
Parish of Concordia, ss.

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see the above named Benjamin S. Bynum, Mary C. Bynum, and John Perkins, sign and execute the foregoing instrument of writing, on the day therein mentioned, for the uses therein expressed; and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed this 30th day of May, 1829.

GEORGE S. GUION,
P. Judge.

STATE OF LOUISIANA,
Parish of Concordia, ss.

I certify that the foregoing deed has this day been recorded in my office, in book (E,) pages 360, 361.

In testimony whereof I do hereunto set my hand and the seal of office, this 2d day of June, A. D. 1829.

GEORGE S. GUION,
L. S. *Parish Judge.*

Authentic act of confirmation, passed before parish judge of Concordia, by M. C. Eskridge and Thomas P. Eskridge, April 9th, 1832.

Be it remembered, that on this ninth day of April, A. D. 1832, before me, George S. Guion, judge and ex officio notary public in and for the said parish, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mary C. Bynum, wife of Thomas P. Eskridge, of Arkansas territory, duly authorized and assisted herein by her said husband, who declared and acknowledged that she had received from her step-father, and curator ad bona, John Perkins, of Adams county, in the State of Mississippi, her full, entire, and legal share or portion of the succession respectively of her late father, Benjamin Bynum, formerly of the parish aforesaid, deceased, and her late mother, Mrs. Mary Perkins, formerly of said parish, and lately of the county of Adams, and State of Mississippi, which devolved upon her, the said appearer, as one of the legal heirs of the two said successions; and therefore, in consideration of the premises, she, the said Mrs. Mary C. Eskridge, authorized and assisted by her said husband here present, does, by these presents, release and forever discharge the said John Perkins, his heirs, executors and administrators, from all claims and demands whatsoever, in relation to the said succession or

STATE OF LOUISIANA,
Parish of Concordia, ss.

Before me, the undersigned, judge in and for the parish aforesaid, personally appeared the undersigned R. M. Gaines, of Adams county, in the State of Mississippi, and being duly sworn, deposes and says, that he was present and saw the above named parties execute the foregoing instrument of writing, as and for their respective acts, delivered for the purposes therein mentioned.

R. M. GAINES.

Sworn to and subscribed this 12th day of April, 1828.

ROBERT OGDEN, *Judge.*

STATE OF LOUISIANA,
Parish of Concordia, ss.

Recorded in book (E,) page 183.

In testimony whereof I have hereunto set my hand and the seal of office, this 2d day of April, 1828.

[L. S.]

ROBERT OGDEN,
Parish Judge, &c.

Joint receipt and release of Benjamin S. Bynum and Mary C. Bynum, to John Perkins.

Know all men by these presents, that we, Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, of the Briers, in the county of Adams, and State aforesaid, two of the heirs and legal representatives of Benjamin S. Bynum, late of the parish of Concordia, and State of Louisiana, deceased, and Mrs. Mary Perkins, late of the Briers, in the county and State aforesaid, but formerly of the parish of Concordia, and State of Louisiana aforesaid, also deceased, have on this day and at the previous dates, heretofore received from our step-father and guardian, John Perkins, all and each of our respective estates or shares, arising to us or growing out of either and both of said successions, in law or equity; in consideration whereof, we, the said Benjamin S. Bynum and Mary C. Bynum, jointly and severally, for ourselves, our heirs and assigns, do by these presents forever release and discharge him, the said John Perkins, and his heirs, from all claims and demands whatsoever at law or equity.

In testimony whereof we have hereunto set our hands this tenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine; and the said John Perkins being present, accepting by these presents, who, on the day and year above written, has also hereunto set his hand.

BENJAMIN S. BYNUM,
MARY C. BYNUM,
JOHN PERKINS.

Done in presence of—
JOHN P. FURNISS,
JOHN D. SMITH.

STATE OF LOUISIANA,
Parish of Concordia, ss.

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see the above named Benjamin S. Bynum, Mary C. Bynum, and John Perkins, sign and execute the foregoing instrument of writing, on the day therein mentioned, for the uses therein expressed; and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed this 30th day of May, 1829.

GEORGE S. GUION,
P. Judge.

STATE OF LOUISIANA,
Parish of Concordia, ss.

I certify that the foregoing deed has this day been recorded in my office, in book (E,) pages 360, 361.

In testimony whereof I do hereunto set my hand and the seal of office, this 2d day of June, A. D. 1829.

GEORGE S. GUION,
L. S. *Parish Judge.*

Authentic act of confirmation, passed before parish judge of Concordia, by M. C. Eskridge and Thomas P. Eskridge, April 9th, 1832.

Be it remembered, that on this ninth day of April, A. D. 1832, before me, George S. Guion, judge and ex officio notary public in and for the said parish, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mary C. Bynum, wife of Thomas P. Eskridge, of Arkansas territory, duly authorized and assisted herein by her said husband, who declared and acknowledged that she had received from her step-father, and curator ad bona, John Perkins, of Adams county, in the State of Mississippi, her full, entire, and legal share or portion of the succession respectively of her late father, Benjamin Bynum, formerly of the parish aforesaid, deceased, and her late mother, Mrs. Mary Perkins, formerly of said parish, and lately of the county of Adams, and State of Mississippi, which devolved upon her, the said appearer, as one of the legal heirs of the two said successions; and therefore, in consideration of the premises, she, the said Mrs. Mary C. Eskridge, authorized and assisted by her said husband here present, does, by these presents, release and forever discharge the said John Perkins, his heirs, executors and administrators, from all claims and demands whatsoever, in relation to the said succession or

either of them; and the said John Perkins being present, declares his acceptance of this act.

Done and passed at my office, in the town of Vidalia, the day and year aforesaid, in presence of Ed. P. Pollard and Edward Sparrow, witnesses residing in the parish, who have signed this act with the parties and me, the said judge and notary.

M. C. ESKRIDGE,
THOMAS P. ESKRIDGE.

EDMUND P. POLLARD,
EDWARD SPARROW.

GEORGE S. GUION,
P. Judge.

STATE OF LOUISIANA,
Parish of Concordia, ss.

I, George S. Guion, judge of the said parish, certify the foregoing to be a true copy taken from the original act of record in my office.

In testimony whereof I have hereunto set my hand and the seal of my office, at Vidalia, the 26th day of May, 1834.

GEORGE S. GUION,
[L. S.] *P. Judge.*

Joint receipt and acquittance of E. P. Fourniquet and wife to John Perkins.

Received, Natchez, May 27th, 1834, of John Perkins, on settlement of all accounts, debts, dues, and demands whatever up to the present day, one hundred dollars in full, having on a previous occasion received from him, as the guardian of my wife, Mrs. Harriet J. Fourniquet, late Miss Bynum, all the estate, portion, and share which she inherited by the death of her late father, Benjamin Bynum, late of Concordia, Louisiana, deceased, or *his* mother, Mrs. Mary Perkins, of the county of Adams, and State of Mississippi, and brother Benjamin S. Bynum, of the county of Claiborne, and State last aforesaid, deceased; and do by these presents, jointly with my said wife, release and forever discharge the said Perkins from all and every claim which she or either of us might or could have against him, the said Perkins, either as guardian or otherwise, growing out of the estate aforesaid, or in any other manner or shape whatever, and forever exonerate him by these presents, his heirs, executors, and administrators, therefrom.

In witness whereof we have hereunto set our hands and seals, the day and year first above written, to wit, in the year of our Lord one thousand eight hundred and thirty-four, in the presence of Elijah Bell and John E. Madden, whose names are hereunto subscribed as witnesses *hereunto*. The said John Perkins being also personally present, and by these presents accepting.

E. P. FOURNIQUET, [SEAL.]
HARRIET J. FOURNIQUET, [SEAL.]
JOHN PERKINS. [SEAL.]

Signed, sealed, and delivered in the presence of—
ELIJAH BELL,
JNO. E. MADDEN.

STATE OF MISSISSIPPI,
Adams county.

Personally before me, Woodson Wren, a justice of the peace for the county of Adams, appeared E. P. Fourniquet and Harriet J. Fourniquet, his wife, and John Perkins, whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the same as their act and deed, on the day and for the uses and purposes therein mentioned.

Given under my hand and seal this 28th May, 1834.

WOODSON WREN, *J. P.* [SEAL.]

STATE OF MISSISSIPPI,
Adams county.

I, Fleming Wood, clerk of the probate court for the county aforesaid, do hereby certify, that Woodson Wren, whose proper signature is subscribed to the above acknowledged grant, is, and was at the time of his subscribing the same, a justice of the peace in and for said county, duly elected, commissioned, and qualified as such, and that all his acts as justice of the peace are entitled to full faith and credit.

Witness my hand and official seal, this 28th day of May, 1834.

[SEAL.] F. WOOD, *Clerk.*

The STATE OF MISSISSIPPI,
Claiborne county.

I, Lucas Gee, clerk of the probate court in and for the county and State aforesaid, do hereby certify the within release from E. Fourniquet and wife to John Perkins, *are* duly recorded in my office, in book N, No. 13, pages 566, 567. Given under my hand, at the town of Port Gibson, this 31st day of May, 1834.

LUCAS GEE, *Clerk,*
By W. G. RENARD, *D. C.*

STATE OF LOUISIANA,
Parish of Concordia, ss.

I, George W. Keeton, judge of the said parish, duly commissioned and qualified, do hereby certify and attest, unto all whom it may concern, that Harriet J. Bynum, wife of Edward P. Fourniquet, and Edward P. Fourniquet, and John Perkins, personally appeared before me, and acknowledged that they signed and sealed the foregoing instrument of writing as and for their proper act and deed, to the due execution thereof, an act being requested, the same under my seal of office to serve as occasion may require.

Done and passed at my office, in the town of Vidalia, on the 30th day of January, A. D. 1837.

G. W. KEETON,
[SEAL.] *Parish Judge.*

STATE OF LOUISIANA,
Parish of Concordia, ss.

I certify the within instrument of writing to be duly recorded in my office in book (H,) at pages 21 and 22.

In testimony whereof I have hereunto set my hand and the seal of my office, at Vidalia, this 30th January, 1837.

[SEAL.] G. W. KEETON,
P. Judge.

Deed of conveyance of Benjamin S. Bynum and Mary C. Bynum to John Perkins.

This indenture, made this first day of April, in the year of our Lord one thousand eight hundred and twenty-nine, between Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, his sister, of the Briers, near Natchez, in the county of Adams, and State aforesaid, two of the heirs and legal representatives of the estate of the late Benjamin Bynum, of the parish of Concordia, Louisiana, deceased, of the first part, and John Perkins of the Briers, near Natchez, and State aforesaid, of the second part, witnesseth: That for and in consideration of the sum of one thousand dollars, by the said party of the second part to the said party of the first part in hand paid before the sealing and delivery of these presents, the receipt of which the said party of the first part do hereby acknowledge, and themselves to be therewith fully paid and satisfied; the said party of the first part hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all the estate, right, title, interest, claim, and demand, in and to a certain undivided tract of land, situate, lying, and being in the parish of Concordia, and State of Louisiana, on Lake Concordia, adjoining lands on one side of William Blunt, esq., and lands on the other belonging to the heirs of the late Philip Hill, deceased, containing one thousand and forty acres, be the same more or less, which said undivided interest and claim of land amounts to one half of the aforesaid tract of land, situated as aforesaid, which the said party of the first part conveys and confirms unto the said party of the second part, his heirs and assigns, together with all and singular the buildings, improvements, ways, water-courses, rights, members, privileges, advantages, and appurtenances thereunto belonging, or in any wise appertaining; and all the estate, rights, title, and interest, trust, property, claim, and demand whatsoever, at law or in equity, of them, the said party of the first part, of, in, and to the same. To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use of the said party of the second part, his heirs and assigns, forever.

In testimony whereof the parties aforesaid have hereunto set their

hands and affixed their seals the day and year first above written, one granting and the other at the same time accepting by these presents.

BENJ. S BYNUM, [L. S.]
MARY C. BYNUM, [L. S.]
JOHN PERKINS. [L. S.]

Signed, sealed, and delivered in presence of—
JOHN P. FURNISS,
JNO. D. SMITH.

THE STATE OF LOUISIANA
Parish of Concordia, ss.

Before me, George S. Guion, judge of the said parish, personally appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says that he was present and did see Benjamin S. Bynum, Mary C. Bynum, and John Perkins execute the foregoing instrument of writing the day and year therein mentioned, and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed this 30th of May, 1829,
GEORGE S. GUION,
Parish Judge.

STATE OF LOUISIANA,
Parish of Concordia, ss.

I certify that the foregoing deed has this day been duly recorded in my office in book E, at pages 361, 362.

In testimony whereof I do hereunto set my hand and seal of my office, this 2d of June, A. D. 1829.

[L. S.] GEORGE S. GUION, *Judge.*

Deed of conveyance from John Perkins to Benjamin S. Bynum.

This indenture, made and entered into, this first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, between John Perkins, of the county of Adams, and State of Mississippi, of the one part, and Benjamin S. Bynum, of the county of Claiborne, State aforesaid, step-son to me, the said John Perkins, of the second part, witnesseth: That the said party of the first part, for and in consideration of the natural love and affection which he hath for the said party of the second part, and other good and sufficient causes and considerations him hereunto moving, hath given, granted, aliened, released, and confirmed, unto the said party of the second part, his heirs and assigns, all that plantation called Long Branch, being that tract or parcel of land situated in the county of Claiborne, and State of Mississippi, on the bayou Pierre, and bounded as follows, to wit, on the north by the lands of William R. McAlpin, on the west by the lands owned by John G. Singleton and the party of the first part, on the south by the

bayou Pierre, and on the east by lands unknown, being part of the lower half of the Lyman Mandamus, and purchased by the said party of the first part from John Patterson and wife and Richard Gaines and wife, and more particularly described in a survey made by William Davis, dated February 23, 1829, and hereto annexed, containing, by estimation, nine hundred and twenty-four acres, be the same more or less. To have and to hold the above described tract and parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of him and them forever. Provided, always, notwithstanding, nevertheless, and upon the following conditions, to wit, that in case the said party of the second part shall die without issue, this deed shall operate as a conveyance of the premises herein described to Mary C. Bynum and Harriet J. Bynum, sisters of the said Benjamin S. Bynum, and their children, to the exclusion of all others; and if the said Mary and Harriet shall also die without issue, then to John and William Perkins, the sons of the party of the first part; and provided, also, that if the said party of the second part, from any misapprehension, or with any view whatever, shall be induced to prefer any claim against the said party of the first part, for any matter or thing whatever up to or previous to this time, then this deed shall be void; and it is further understood and provided, that if the said party of the second part wishes to sell or dispose of the same tract of land, he shall have full power and authority to do so, provided he vests the purchase money in other real estate, subject to the foregoing conditions and provisions; and the said party of the first part, for himself, his heirs, &c., the said tract of land and premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, (subject to the foregoing conditions, limitations, and provisions against himself and the persons claiming by, through, or under him, will warrant and forever defend,) but against the claim or claims of no other person whatsoever.

In testimony whereof the said John Perkins hereunto set his hand and affixed his seal, the day and year first above written.

JOHN PERKINS. [SEAL.]

In the presence of—
JOSEPH SMITH,
JAMES NOALEN.

For plat see original, page 103.

STATE OF MISSISSIPPI, *Claiborne county, ss.*

I, William Davis, county surveyor of the county aforesaid, do certify, that I have surveyed for John Perkins, esqr., in the Lyman Mandamus, a tract of land containing nine hundred and twenty-four acres, which survey the foregoing plat truly represents.

Given under my hand, at Port Gibson, this 23d day of February, A. D. 1829.

WM. DAVIS, *Co. surveyor.*

STATE OF MISSISSIPPI, *Adams county.*

John Perkins personally appeared before the undersigned, justice of the peace in and for the said county, and acknowledged that he signed, sealed, and delivered the annexed instrument for the purposes therein mentioned.

Witness my hand and seal, this 28th day of May, 1829.

JAMES CARSON, *J. P.*

Received for record June 8th, 1829, and duly recorded.

WM. DAVIS, *Clerk.*

THE STATE OF MISSISSIPPI,
County of Claiborne, ss.

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript contains a true copy of a deed from John Perkins to Benjamin S. Bynum, as the same appears of record in my office, in book K, pages 444, 445, 446, and 447.

Given under my hand and seal of office, at Port Gibson, the 23d day of November, A. D. 1844.

[L. S.]

FRED. J. POOR, *Clerk.*

STATE OF MISSISSIPPI, *county of Claiborne.*

I, William M. Randolph, judge of the probate court of the county of Claiborne, in the State of Mississippi, do certify, that the annexed certificate and attestation by Frederick J. Poor, who is the clerk of the said court, are in due form of law.

Given under my hand and seal, this 24th day of November, A. D. 1844.

[L. S.]

WM. M. RANDOLPH,
Judge of probate court of Claiborne county, Miss.

THE STATE OF MISSISSIPPI,
County of Claiborne, ss.

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that William M. Randolph, whose name is signed to the certificate above written, is and was at the time of signing the same judge of the probate court aforesaid, duly commissioned and qualified according to law, and that full faith and credit are and ought to be given to his official acts as such.

Given under my hand and seal of office, at Port Gibson, this 25th day of November, A. D. 1844.

FRED. J. POOR, *Clerk.*

Deed of conveyance from John Perkins to Mary C. Bynum.

This indenture, made the first day of May, in the year of our Lord, one thousand eight hundred and twenty-nine, between John Perkins, of the county of Adams, and State of Mississippi, of the one part, and Mary C. Bynum, step-daughter of the said John Perkins, of the second part, witnesseth: That the party of the first part, for and in consideration of the natural love and affection which he hath to the said Mary C. Bynum, and other good and sufficient causes and considerations him thereunto moving, hath given, granted, aliened, released, and confirmed, and by these presents doth give, grant, alien, release, and confirm, unto the said party of the second part, her heirs and assigns, all that tract or parcel of land situated in the county of Claiborne, and State aforesaid, on the bayou Pierre, in the lower half of what is called Lyman Mandamus, being six-eighths of an undivided tract of one thousand acres, devised by John Hartley to his wife, and by her to her eight grand children, six shares of which the said party of the first part holds by purchase from John Patterson and wife, and James Barland and wife, and which will more fully appear by reference to the records of Claiborne county, the said *the said* tract being the same heretofore known by and commonly called the "Grandmother's" or "Island tract," and contains about seven hundred and fifty acres, more or less. To have and to hold the above described tract or parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, her heirs and assigns, to the only proper use and behoof of her and them forever; provided, always, nevertheless, notwithstanding, and upon the following conditions, to wit: That, in case the said party of the second part shall die without issue, this deed of conveyance shall operate as a conveyance of the premises herein described to Benjamin S. Bynum and Harriet J. Bynum, brother and sister of the said Mary, and their children, to the exclusion of the others; and if the said Benjamin and Harriet shall also die without issue, then to John and William Perkins, the sons of the party of the first part; and provided, also, that the said party of the second part, from any misapprehension, or with any view whatsoever, shall be induced to prefer any claim against the said party of the first part, for any matter or thing whatever, up to or previous to this time, then this deed of conveyance shall be void; and it is further understood and provided, that if the said party of the second part wishes at any time to sell or dispose of the said tract or parcel of land, she shall have full power and authority so to do, provided she vests the purchase money in other real estate, subject to the foregoing conditions and limitations; and the said party of the first part, for himself, his heirs, &c., the said tract of land and premises, with the appurtenances thereunto belonging, and all right, title, and interest in the same, unto the said party of the second part, his heirs and assigns, (subject to the foregoing conditions, and limitations, and provisions,) against himself and all persons claiming by, through, or under him, will warrant and forever defend, but against the claim or claims of no other persons whatsoever.

In testimony whereof the said John Perkins hath hereunto set his hand and affixed his seal the day and year above written.

JOHN PERKINS. [L. S.]

Signed, sealed, and delivered in the presence of—
JOSEPH SMITH,
JAMES NOALEN.

THE STATE OF MISSISSIPPI,
Adams county.

John Perkins personally appeared before the undersigned, justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the annexed instrument for the purposes therein mentioned.

Witness my hand and seal this 28th May, 1829.

JAS. CARSON, *J. P.*

Received for record June 8th, 1829, and truly recorded.

WM. DAVIS, *Clerk.*

THE STATE OF MISSISSIPPI,
Claiborne county, ss.

I, John Wetherell, clerk of the probate court, in and for the said county, do hereby certify, that the foregoing transcript contains a true copy of the deed from John Perkins to Mary C. Bynum, as the same appears of record in my office, recorded in Book K, pages 442, 443, and 444.

Given under my hand and seal of office this 14th day of January, A. D. 1839.

[L. S.] JOHN WETHERALL, *Clerk,*
By J. L. WESTON, *D'y clerk.*

Deed of conveyance from John Perkins to E. P. Fourniquet.

Know all men by these presents, that I, John Perkins, late of the county of Adams, and State of Mississippi, now of the parish of Concordia, Louisiana, for and in consideration of the love and regard I have for my step-daughter, Mrs. Harriet J. Fourniquet, late Harriet J. Bynum, as well as for the further consideration of the sum of one dollar, to me in hand paid by Mr. Edward P. Fourniquet, the husband of my step-daughter, the receipt whereof is hereby acknowledged, have remised, aliened, and by these presents, for my self and my heirs, do remise, release, and forever quit claim, unto the said Edward P. Fourniquet, his heirs and assigns forever, all the right, title, interest, property, estate, and demand, which I, the said John Perkins, have in and to a certain piece or parcel of land, lying and being in the county of Claiborne, and State of Mississippi, in what is usually called Lyman Mandamus, being a part of the undivided interest, purchased by the said John Perkins of a certain John Burnam, his wife, late Hartley, which they had in and to a certain tract of one thousand acres of [land,] originally belonging to John Hartley, junior, deceased, adjoining lands of the late

B. S. Bynum, deceased; to have and to hold the said premises, with the privileges and appurtenances, to him, the said Edward P. Fourniquet, his heirs and assigns, forever, so that neither I, the said John Perkins, nor any other person or persons in my name or behalf, shall or will hereafter claim or demand any part thereof, but they and every [of] them shall by these presents be excluded and forever barred.

And Mrs. Zelpha Perkins, wife of the said John Perkins, in her own right, by these presents, hereby relinquishes all her rights, title, interest, claim, and demand whatever.

In witness whereof they have hereunto set their hands and seals, this 25th day of December, in the year of our Lord one thousand eight hundred and thirty-three.

JOHN PERKINS, [L. S.]
Z. PERKINS. [L. S.]

Acknowledged in presence of—

STATE OF MISSISSIPPI, *Adams county.*

Personally appeared before me, William B. Melville, a justice of the peace in and for said county, the above named Zelpha Perkins, wife of the above named John Perkins, who being examined separate and apart from her husband, acknowledged that she signed, sealed, and delivered the foregoing deed of gift, on the day and year above written, as her voluntary act and deed, without any fear, threat, or compulsion of her husband, whereby she relinquishes her right and title to the premises herein mentioned.

Given under my hand and seal, at the city of Natchez, this 24th day

WM. B. MELVIN, *J. P.* [L. S.]

STATE OF MISSISSIPPI, *Claiborne county.*

John Perkins, whose name is subscribed to the within deed of gift, came personally before the undersigned, justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the within deed of gift, on the day therein mentioned, and for the purposes expressed, as his voluntary act and deed.

Given under my hand and seal this 17th day of May, A. D. 1834.

JAMES H. MAURY, *J. P.* [L. S.]

Received for record 17th May, 1834, and truly recorded.

LUCAS GEE, *Clerk.*

STATE OF MISSISSIPPI,
Claiborne county.

John Wetherall, clerk of probate court, in and for Claiborne county, does certify, that the foregoing transcript is a true copy of the deed from John Perkins to Edward P. Fourniquet, as the same appears of record in my office, recorded in book H, pages 526, 527, and 528.

Given under my hand and seal of office, this the 14th day of January, A. D. 1839.

JOHN WETHERALL, *Clerk*,
By J. L. WESTON, *Deputy Clerk*.

United States of America, circuit, court, fifth circuit, district of Louisiana.

I, Edmund Randolph, clerk of said court, do hereby certify the foregoing to be a true copy of the answer, on file in my office, in the case of Fourniquet and Ewing vs. John Perkins.

Given under my hand and the seal of said court, at my office, in New Orleans, this 4th day of November, A. D. 1848.

E. RANDOLPH, *Clerk*.
JOS. N. DOWNS, *D. C.*

United States of America, circuit court of the United States, for the fifth circuit and district of Louisiana.

I, Theodore H. McCaleb, United States judge for the district of Louisiana, do hereby certify, that Edmund Randolph, whose name is signed to the above certificate as clerk of the circuit court of the United States, for the district of Louisiana, was at the time of signing the said certificate, and is now, the clerk of the said court. That said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

I further certify, that Jos. M. Downs, who signed said Edmund Randolph's name, as clerk, was at the time of signing the same the duly appointed and qualified deputy clerk of the said Edmund Randolph.

Given under my hand and seal at New Orleans, in the district of Louisiana, this 4th day of November, A. D. 1848.

THOS. H. McCALEB, [SEAL.]
U. S. Judge.

Answer of John Perkins, in superior court of chancery, in case of John G. Singleton vs. E. P. Fourniquet et al.

JOHN G. SINGLETON
vs.
E. P. FOURNIQUET, John Perkins, John W. Thompson, Wm. C. McAlpin, et al.

In the superior court of chancery, State of Mississippi.

The separate answer of John Perkins to the bill of complaint exhibited against him and others, by John G. Singleton, in the court of chancery of the State of Mississippi.

This defendant, now and at all times, saving and reserving to himself all exceptions to complainants' aid bill of complaint, in answer thereto, or so much thereof as he is advised is material for him to answer unto,

answers, and in answering says: That he admits, according to this information and belief, twenty thousand acres of land were granted by the British government to Thaddeus Lyman, situated as mentioned in said bill of complaint, being the first and original grant of said tract of land to an individual, and known as Lyman Mandamus tract, and although said Thaddeus Lyman did not, in his lifetime, take the titles thereto out of the proper office, yet shortly after his death, his son and heirs, Lyman, did clear said titles out of the office, and thereby acquired as this defendant believes, a valid and complete title to said , against the claim of all others, and sold four thousand acres of said Mandamus tract, off the west half thereof, in tracts of one thousand acres each, to Peter Van B. Livingston, Evans Jones, Elihu Hall Bay, and ——— McCullough, as can be fully proven and shown whenever necessary; and this defendant purchased said tract of a thousand acres held by Elihu Hall Bay, and the tract of a thousand acres held by the said McCullough, under said Lyman, which titles to said two tracts this defendant is willing and ready at any time to produce and submit to this honorable court, and which this defendant insists upon as a legal and equitable title in him and those claiming the same lands under him. With regard to the acts of the Spanish government, or her governors touching the land mentioned in complainant's bill, this defendant states the fact to be, to the best of his information and belief, that after the Spanish authorities took possession of this country, succeeding Great Britain, said authority confiscated the eastern half of said Lyman's Mandamus, and subsequently re-granted it to different individuals; and the west half said authorities of Spain had sold for the debt of said Lyman, as this defendant is informed and believes, and which he insists they had no right to do, especially as the tracts had been sold to said Livingston, said Bay, said Jones, and said McCullough, as already stated. This defendant admits that said John Hartley, the elder, became the purchaser for about five hundred dollars, as defendant believes, of the said ten thousand acres of land, being the western half of said Lyman's Mandamus, when so sold by the Spanish authorities as stated. But this defendant denies that said purchaser could in law or equity, as he is advised and verily believes, at all interfere with, affect, or in any wise supersede the titles as conveyed by said Livingston, said Bay, Jones, and McCullough, as aforesaid, and subsequently conveyed by said Bay, as to the Bay and McCullough tracts of one thousand acres each, as aforesaid, to this defendant; copies of which conveyances are hereunto annexed, marked 1, and prayed to be taken as part of this answer.

This defendant admits that said John Hartley divided his said purchase into lots or tracts, running across his purchase, being ten of them in number, and each containing better than one thousand acres; and he admits that said John Hartley, the elder, partitioned off and conveyed, or devised said lots among his children and widow, as stated in said bill of complaint; this defendant admits that the board of commis-

sioners, under the authority of the United States, may have confirmed said John Hartley's title to him, and those claiming under him; but he alleges it could have no validity as to the rights of said Livingston, said Bay, and said Jones, and said McCullough, and so far as the confirmation of said Hartley's claim is affected or covered, the land of said persons last named, or the two tracts purchased by this defendant from said Bay, being said Bay's thousand acre tract, and the thousand acre tract of McCullough, sold by said Bay as aforesaid, and which titles thus derived from said Layman, and originally from the British government, had also been confirmed by said board of commissioners.

This defendant admits that he purchased the undivided half of the tract or lots marked number 5, on the plat or chart accompanying complainant's bill, and marked exhibit B, from Sugars Turner, and that he derived it from Burns and wife, and that this defendant conveyed to E. P. Fourniquet all the lands he then held north of bayou Pierre, including a portion then unsold of the Bay and McCullough tracts, as well also whatever this defendant might have in the Hartley claim. The deed by this defendant to said Lake, and by said Lake to John W. Thompson, designates the tract sold under the deeds to be on the south side of the south branch of bayou Pierre, and to be part of the tract of land purchased by this defendant from Elihu Hall Bay, as aforesaid, and under which purchase this defendant believes he had a perfect title to it, and under such a title sold and conveyed it as aforesaid to said Lake, and the said Lake afterwards conveyed to said Thompson. This defendant refers to the copy of his deed to W. R. McAlpin, annexed to complainant's bill, as an exhibit, to show that with regard to the tract marked number 5, of which he purchased the undivided half from Sugars Turner, as aforesaid, except so far as covered by the paramount title covered by the McCullough tract, and acquired from said Bay as already fully stated, to show that it was clearly understood between him and said McAlpin, that the one thousand acres conveyed to said McAlpin was to be taken off the northeast side of said tract, mentioned in said deed, and that when said tract, marked number 5, should be divided off between this defendant and those claiming under him, and the owner of the other half, that said McAlpin should have the northeast portion of that allotted to the defendant, or his donee or grantee, (as the case might be,) such portion as with the portion he was to have from the thousand acre tracts each, would make to him his complement of one thousand acres as conveyed to him by his said deed. This defendant admits that the complainant first became purchaser of the dower interest of the widow in said lot or tract of land, marked No. 5, exhibit B, to said bill, for, according to his recollection, the sum of seven hundred dollars, which, however, was after this defendant purchased from said Turner, and that said widow from whom he purchased died soon after said purchase by said complainant, being in the same year, as this defendant believes. That this defendant admits that said complainant purchased from said Stro-

ther and wife, as stated in their deed to him, except so far as the same was not and is not covered by the title acquired by this defendant from Elihu Hall Bay, as aforesaid, embracing the Bay and McCullough tracts, as aforesaid; and also admits the sale to Daniel Vertner, at sheriff sale, and admits that Daniel Vertner may have since re-conveyed the property back to said complainant, as said copy of a deed annexed to complainant's bill, and an exhibit would show, and as this defendant has no knowledge of the originals of the deeds of Strother and wife, and the sheriff of Claiborne county, and Vertner, this defendant requires the production of the originals, and the proofs of them.

This defendant positively denies that said complainant cleared the land as stated in said bill, and erected the buildings, and made the improvements thereon, with the approbation of this complainant, or of said Fourniquet; on the contrary, said complainant first entered on the land, and commenced clearing and improving the same under his purchase of said dower interest, as stated in said bill, but which terminated shortly after by the death of said widow, and he continued to occupy and improve it, although notified by this defendant, as early as the year 1826 or 1827, that he would require complainant to pay rent for his individual half, and for his use of it, and also notified him again in like manner, in about 1828; and subsequently, in about the year 1831 or 1832, instituted proceedings in the probate or orphan's court of Claiborne county, where the lands lie, for a division of said tract, but which were not prosecuted to a final determination for causes over which this defendant himself had no control.

This defendant admits, that E. P. Fourniquet applied for a division of said tract or lot number 5, and that the same was regularly divided, under an order of the probate court of said county, by three impartial persons appointed as commissioners, and that the said Daniel Vertner, the then owner of the undivided portion claimed by complainant of said tract, attended while said division was making; that the same was done upon due notice and according to the statute in such case made and provided; and this defendant insists upon the proceedings and decrees of the probate or orphan's court of Claiborne county, as conclusive upon said complainant, and a complete bar to his said bill and all relief thereon sought, in the same manner as if the same were specially pleaded; for this defendant also avers, that to the best of his belief said Singleton, the complainant, was also present when said division was made by said commissioners as aforesaid.

STATE OF MISSISSIPPI,
Adams county.

John Perkins, being sworn, says that the matters and things set forth in his foregoing answer, of his own knowledge, are true; and those derived from the information of others he believes to be true.

JNO. PERKINS.

Sworn to and subscribed before me, this tenth day of March, A. D. 1837.

WM. T. PURDEW.

STATE OF MISSISSIPPI.

I, Robert Hughes, clerk of the superior court of chancery of the State aforesaid, do hereby certify, that the above and foregoing is a true, correct, and complete copy of the answer of John Perkins to the bill of complaint filed by John Singleton against E. P. Fourniquet, John Perkins, John W. Thompson, William McAlpin, Ananias Pato, and Walter and Jane Strother, as the same now remains on file and of record in my office.

In testimony whereof I have hereunto subscribed my name and caused the seal of said court to be hereto affixed, at the city of Jackson, this 14th day of November, A. D. 1848.

[L. S.] ROBT. HUGHES, *Clerk*,
By E. P. RUSSELL, *D. C.*

Deposition of Martin W. Ewing.

E. P. FOURNIQUET AND WIFE
versus
JOHN PERKINS.

Interrogatories to be propounded to M. W. Ewing, a witness residing in Yazoo county, Mississippi, to be examined on the part of the complainant in a certain cause now pending in the United States circuit court for the southern district of Mississippi, wherein E. P. Fourniquet and Harriet Jane, his wife, are complainants, and John Perkins, defendant. The witness to be examined before L. G. Bell, esq., or any other justice of the peace of Yazoo county, Mississippi, residing at Satartia:

Interrogatory 1st. Do you know the parties to this cause?

Interrogatory 2d. Are you interested in the event of this cause?

Interrogatory 3d. Did you or not marry Ann S. Bynum, the eldest daughter of Benjamin Bynum, of Louisiana?

Interrogatory 4th. Did, or did not, your wife, on the death of her brother, Benjamin Silas Bynum, inherit ¼ of the Long Branch plantation; was or not your ¼ of Long Branch exchanged for Harriet's ¼ of her father's Concordia plantation?

5th. At whose instance or request was the said exchange made; was it or not made by the advice and with the sanction of the defendant; was he or not at that time the guardian of Harriet J. Bynum?

Interrogatory 6th. At the time of making said exchange, or at any time previous thereto, *was* you or not informed by the defendant, or any other person, that Harriet, in addition to her ¼ interest in her father's plantation, was entitled to 520 acres received by the defendant from her brother and sister, Benjamin S. and Mary C. Bynum?

Interrogatory 7th. Had you been advised, at the time you received Harriet's 260 acres, that the defendant held for her use 520 acres additional, (thus making her interest 780 acres,) would you, or would any other person who had the interest of Harriet at heart, have advised her to make the said exchange; did the defendant, or Thomas P. Esk-

ridge, suggest to you in any way, that by making said exchange Harriet's interest would be injured, and the intention of forming for her a plantation on Lake Concordia thereby defeated?

Interrogatory 8th. Did you or not, at one time, cultivate a portion of the Concordia plantation; did you or not know the value of the Long Branch lands; at the time exchange was made, what would you have estimated their relative value, acre per acre?

9th. At the time of the exchange, was or not Long Branch burdened with a considerable debt, which Benjamin had incurred in the clearing, improving, and building thereon; was or not Harriet obliged to assume a portion of said debt; was or not this sanctioned by this defendant?

Interrogatory 10th. Who was most benefitted by said exchange, Harriet or her brother-in-law Eskridge; what was your $\frac{1}{3}$ of the Long Branch land valued at by the appraisers of the estate of Benjamin S. Bynum; did or did not Eskridge claim $\frac{1}{3}$ of the $\frac{1}{3}$ acquired by Harriet from you; what did Eskridge allow her for said half of the third; was or not this arrangement sanctioned by the defendant?

Interrogatory 11th. At the time Benjamin received Long Branch, was or not the defendant's title in controversy at the suit of the heirs of Peck, of Kentucky; was or not the said controversy still pending at the time of Benjamin's death, and for several years after; was there any question as to the title to the Concordia plantation, or any doubt hanging over it?

Interrogatory 12th. Did you or not, in 1830, rent from the defendant part of the lands acquired by him from Benjamin and Mary; when paying the rent, did or not the defendant exact from you the rent as his individual due; and did you or not, at the same time, pay him, as the guardian of Harriet, the rent of a portion of his 260 acres, which you used and cultivated same year?

Interrogatory 13th. Do you or not know that the defendant, on the 25th day of December, 1833, made a deed of gift to the complainants for the undivided interest in a piece of land he pretended to own in Claiborne county, Mississippi; how many acres were there in said gift; was it or not received by the complainants with the knowledge that the lands were held and occupied by persons claiming title adverse to defendant; what has been the result as to the complainants from said gift; have they ever obtained possession of said land, or any part thereof.

14th. Do you know, or can you set forth, any other matter or thing that will be of advantage to the complainants? If yea, set forth the same as fully and at large as if particularly interrogated thereto?

JNO. HENDERSON,
Sol. for complainants.

E. P. Fourniquet and Wife
vs.
John Perkins.

Cross interrogatories to be propounded to M. W. Ewing, a witness

residing in Yazoo county, Mississippi, to be examined on the part of complainants in said above entitled suit.

Cross interrogatory first. If you were ever informed by defendant that Mrs. Fourniquet was entitled to 520 acres of land, received by her from her brother and sister, Benjamin and Mary C. Bynum, as alluded to in the 6th direct interrogatory, please state at what time you were thus informed; what are your present relations with defendant; has it not been twenty years or more since all friendly intercourse between yourself with defendant has ceased; is there not a suit now pending in the circuit court of the United States, for the eastern district of Louisiana, in New Orleans, in which yourself and wife are joined with complainants, Fourniquet and wife, against defendants, respecting the settlement of the successions of the father and mother of Mrs. Ewing and Mrs. Fourniquet?

Cross interrogatory second. If in answer to the second direct interrogatory you say you are not interested in the event of this cause, please state whether you have not instigated, encouraged, and contributed to sustain, directly or indirectly, all or any of the various suits now pending against defendant, respecting the settlement of the succession of Bynum.

Cross interrogatory third. If in answer to the 8th direct interrogatory you say you did cultivate a portion of the Concordia plantation, was not said land overflown in 1828, and how much of it was exempt from inundation; how much per acre did you sell your wife's portion in said land for; for how much per acre did you sell the 260 acres of Mrs. Fourniquet, received by you in exchange for your wife's claim on the Long Branch plantation?

Cross interrogatory fourth. How much of the Concordia land did you sell as your wife's portion in her mother's estate; how many acres; in estimating the amount of your wife's share, in her mother's estate, was the interest of defendant's two sons, John and William, or of his youngest child Sarah, considered in the calculation?

Cross interrogatory fifth. If in answer to the ninth direct interrogatory you answer yea, please state specifically for what improvements were said debts incurred; from whom did you receive your information.

UNITED STATES OF AMERICA,

Southern district of Mississippi, to wit:

The President of the United States, to L. G. Bell, greeting:

Know ye, that trusting to your fidelity and prudent circumspection in diligently examining M. W. Ewing, in a certain cause now depending in the circuit court of the United States, for the district aforesaid, wherein E. P. Fourniquet and Harriet J., his wife, are complainants, and John Perkins is defendant, you are requested, at such certain days and places as you shall appoint, to call and cause the said witness to come before you, and him diligently examine on oath, and his exami-

nation into the circuit court aforesaid you distinctly and plainly set, together with this writ enclosed, with all convenient speed.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday of [L. S.] November, in the year of our Lord one thousand eight hundred and forty-eight, and in the 73d year of the independence of the United States of America.

Issued the 24th day of February, 1849.

W. H. BROWN, *Clerk*,
Pr. C. H. ROGERS, *D. C.*

Deposition of Martin W. Ewing.

THE STATE OF MISSISSIPPI, *Yazoo county.*

The deposition of Martin W. Ewing, taken before me, L. G. Bell, a justice of the peace in and for the county and State aforesaid, by virtue of a commission directed to me from the United States circuit court, for the southern district of Mississippi, to be read in evidence in a certain cause now pending in the said court, wherein E. P. Fourniquet and Harriet Jane, his wife, are complainants, and John Perkins, defendant. The said witness having appeared before me in my office, in the town of Satartia, State and county aforesaid, on the 2d day of March, 1849, and having been first duly sworn, deposes and says:

First interrogatory. In answer thereto says, yes.

Second interrogatory. No.

To the third interrogatory. Yes.

To the fourth interrogatory. Yes.

To the fifth interrogatory. This deponent answers, that the arrangement by which he and his wife exchanged their interest of $\frac{1}{3}$ in the plantation of the late Benjamin Bynum, called Long Branch, for that of Harriet Jane Bynum, now Mrs. Fourniquet, being one $\frac{1}{4}$ of the Bynum plantation on Lake Concordia, was made at the instance and request of the late Thomas P. Eskridge, who married Mary C. Bynum, the sister of Mrs. Ewing and Mrs. Fourniquet, and by the advice and approbation of John Perkins, the defendant, who was at that time guardian of Harriet, as he was informed by the said Eskridge.

6th interrogatory. The deponent states that the Bynum plantation on Lake Concordia contained about 1040 acres, which, during the curatorship of the defendant in 1827, was divided between the four children, Ann, Benjamin, Mary, and Harriet, the defendant acting for his children, by the late Mrs. Mary Bynum, relinquishing any interest they might have as heirs of their mother, thus giving to each of the children above named about 260 acres. It was the wish and desire of this deponent and his wife to retain her father's old place, and they proposed to Benjamin, in the latter part of 1828, to purchase his interest, (and subsequently to buy out the other heirs as they became of age,) to which proposition he readily consented; but in the course of a few weeks afterwards informed this deponent, with some confusion and evident mor-

tification, that he would not be able to comply with this agreement, inasmuch as his father (meaning the defendant) had proposed to him another arrangement, which was to give him a tract of land, called the Long Branch place, in Claiborne county, Mississippi, and to give his sister Mary another tract of land in the same neighborhood, at the same time requiring them to convey to him their respective interests in the Lake Concordia plantation; which arrangement was subsequently carried into effect, and deeds were executed between the parties almost simultaneously, or within a short time. This deponent never had any conversation with the defendant on this subject, for at that time there was no intercourse between them, nor has there been since; but he states that he was informed by Benjamin, that the above arrangement was in part for the benefit of Harriet; that it was the declared intention of the defendant to give Harriet the interest of Benjamin and Mary to her, and that he would at the proper time, or when she became of age, convey to her the land, which in addition to her interest would make her a very good little plantation, and fully sufficient for her force. The deponent further says, that being by this act of the defendant defeated in his calculation of purchasing the interest of the other heirs in the Bynum plantation, he afterwards, to wit, in 1830, bought lands on the Yazoo river, where he now resides, and subsequently sold his wife's interest in the Bynum plantation to Samuel Davis for, he thinks, about 1,200 dollars, which was a great sacrifice, but being an undivided $\frac{1}{4}$ part, and the great uncertainty of ever being able to get any land contiguous to it at a fair price, induced him and his wife to submit to the sacrifice.

7th interrogatory. Deponent thinks that the interest of Harriet was not duly guarded, but, on the contrary, was sacrificed by her guardian in the arrangement spoken of in the answer of the preceding interrogatory. If she was entitled, either in law or equity, to the interest of her brother Benjamin and sister Mary in the Bynum plantation, or if the declared intention of the defendant, as expressed to this deponent by Benjamin, viz., that of re-conveying to her the interest of her brother [Benjamin] and sister Mary in the said estate, had been carried out, it would have been much more to her advantage. To the latter clause of this interrogatory the deponent answers in the negative.

8th interrogatory. The deponent answers that he did cultivate a part of the Lake Concordia plantation in 1830, that is to say, his own $\frac{1}{4}$, Harriet's $\frac{1}{4}$, and a few acres of the defendant's; thinks he had a pretty good knowledge of the Long Branch lands, as well as those of the Bynum plantation, and from that knowledge he says he thinks that one acre of the latter was worth more than two of the former; most assuredly, if he had been the owner of the whole of the Bynum plantation, he would not have exchanged it for three of the former. Thinks that the Bynum plantation is as valuable as any in that parish, situated as it is, off from the river, of the same size; it is a fine, rich, and generous soil, and one of the best crops the deponent ever made, he made there in 1830.

9th interrogatory. The deponent answers in the affirmative; the whole arrangement, as he was informed and believes from the information of the late Thos. P. Eskridge, was suggested, advised, and sanctioned by the defendant.

10th interrogatory. Thinks Eskridge was certainly most benefitted by the exchange; thinks that the Long Branch plantation was valued in 1833, by two of the neighbors, Capt. Humphreys and Mr. McAlpin, at some 12 or $15,000; of course the ⅓ would be worth 4 or $5,000. Does not know, certainly, what Eskridge claimed, but thinks that at the time of the exchange Eskridge and Harriet were to be considered equal partners in all things; but this deponent does not pretend to speak with positive certainty on this branch of the subject; does not know what arrangement was made by Eskridge and the defendant, as guardian of Harriet. The deeds that passed between us were all written by Eskridge at the residence of the defendant near Natchez, and were brought to this deponent in Natchez, where they were signed and executed; was informed by Eskridge that the whole proceeding was approved of by the defendant.

11th interrogatory. The deponent answers the first clause of this interrogatory in the affirmative, and the last in the negative.

12th interrogatory. The deponent states that he did cultivate a part of the Bynum plantation in 1830, as set forth in his answer to the 8th interrogatory, and that he did at the end of the year, or early in 1831, pay through Thomas P. Eskridge, the rent to the defendant, and that he received through the same medium receipts signed by the defendant individually for his own share and as guardian for Harriet's; does not recollect the precise amount paid to each, but thinks about $120 to Harriet and $20 to the defendant.

13th interrogatory. Deponent says he has seen a deed, or a copy of a deed, spoken of in this interrogatory, purporting to be a deed of gift from the defendant to complainants for a certain tract of land therein specified; does not now remember the number of acres it contained, but has understood and believes it embraced part of the Singleton plantation on the bayou Pierre, at that time owned and possessed by the late Colonel Singleton; knows that the complainants have been at law about it several years, and believes they have been defeated or have not recovered it, and presumes it has been rather a serious loss to them than a gain.

14th interrogatory. Deponent states that he does not know any thing more than is set forth in the answers to the foregoing interrogatories of the defendant.

Answers to cross interrogatories of the defendant.

1st cross interrogatory. The deponent says that his answer to this cross interrogatory is substantially contained in his answer to the complainants' 6th direct interrogatory, and to that he begs leave to refer. But he will further state, that he has never heard the defendant say any thing upon the subject; that there has been no verbal or direct intercourse between this deponent and the defendant for upwards of twenty years; that their present relations are not friendly; that there is not at

present any intercourse between the families of the deponent and the defendant; and further, that this unpleasant state of things, he honestly and conscientiously believes, has been brought about by the improper conduct of the defendant himself, very much to the mortification and regret of the sisters.

To the latter clause of the cross interrogatory he answers, yes; there is such a suit now pending.

2d cross interrogatory. This deponent answers, that he never encouraged or instigated the institution of any suit against the defendant; but, on the contrary, from his utter repugnance and unconquerable aversion to litigation of all kinds, resolutely resisted the wishes of his wife to commence proceedings for the recovery of her just rights, which she and this deponent knew were wrongfully and fraudulently withheld from her and the other heirs by the defendant, in his administration of her father's and mother's estates in Louisiana; that he would not listen to the appeal of the complainant Fourniquet to join him in compelling the defendant to render an honest and faithful account of his management of the estate, but that he was at length dragged into this gulf of litigation by the act of the defendant himself, who, being alarmed at the investigations of the complainant Fourniquet, as to his malversations as curator of those estates, his want of fidelity to his trust as guardian to his wife, and of the wonderful developments he was making, notwithstanding the designed and studied concealments by the defendant of the large acquisition of most valuable landed estate and other property during his coverture with the late Mrs. Bynum, which by the laws of Louisiana became community property, and liable to equal distribution among her heirs, procured his step-daughter, Mrs. Mary C. Eskridge, to institute proceedings against him (the defendant) in one of the courts of the parish of Concordia, the evident aim and object of which proceeding was to forestall the complainant Fourniquet, and to quiet him (the defendant) in his titles to the land acquired as above stated. To this suit the deponent was made a party without his knowledge or consent; subsequently, this deponent was induced, by the complainant Fourniquet, to permit his name and that of his wife to be used in the suit spoken of in the first cross interrogatory of the defendant, and he believes there is another suit now pending in this court between the same parties. This deponent states that he has offered the complainant Fourniquet some pecuniary aid to defray the expenses of the above named suits, and expects to bear his proportionate share of the expense while they are litigating.

This deponent indignantly spurns the litigious spirit most unjustly and imprudently imputed to him in the cross interrogatory. No respectable person, that knows him, and having the least regard for truth, would have dared made it.

3d cross interrogatory. The Lake Concordia plantation was overflowed in 1828. That overflow was total and complete on all the plantations situated on the west side of that lake, as they were pretty gene-

rally throughout the whole parish of Concordia, and indeed of most of the river plantations from the mouth of the Ohio to the coast. It has never been overflowed since, as this deponent has been informed and believes. In ordinary seasons, thinks there might be from 3 to 400 acres fit for cultivation. Deponent thinks he sold his wife's part of the Lake place to Mr. Samuel Davis for $1200, and that he sold the one-fourth acquired from Mrs. Fourniquet, also, to Mr. Davis for $1250, or may be $1500, but of the exact amount he is not now certain, as he has kept no memorandum of the transaction, but refers to the deeds which will show, but both tracts were sold at a sacrifice as stated in answer to the complainant's 6th interrogatory.

4th cross interrogatory. The deponent sold the ¼ part of the Bynum plantation to S. Davis, as above stated, that being her share as derived from her father and mother; the defendant having, on the part of his children, relinquished all or any title they may have had; the ¼ was estimated to contain 260 acres.

9th cross interrogatory. Deponent states that, at the time of the death of Benjamin S. Bynum, there were debts against his estate, or against the partnership concern, (Benjamin and Thomas P. Eskridge were at that time working the Long Branch plantation in partnership,) of between 3 and 4,000 dollars; this he knows from information derived from Benjamin himself, not long before his death, which occurred in September, 1830, and from a personal examination of his papers after his death in company with Thos. P. Eskridge. Witness knows, of his own knowledge, for he with his family was at Long Branch part of the summer of 1830, before the death of Benjamin, and in the fall soon after his death, that a large item of debt was incurred in the building of a large and expensive gin-house, mill, gin-press, and gin-stand for dwelling-house, quarters, and other valuable and indispensable improvements. And further this deponent saith not.

MARTIN W. EWING.

Subscribed and sworn to before me, this 2d day of March, 1849.

L. G. BELL, *J. P.* [SEAL.]

Yazoo county, Mississippi.

Deposition of Samuel A. Cartwright.

UNITED STATES OF AMERICA,

Eastern district of Louisiana, city of New Orleans, ss.

Be it remembered, that on this fifth day of May, in the year of our Lord one thousand eight hundred and forty-nine, before me, Francis N. Haralson, a commissioner duly appointed by the circuit court of the United States, in and for the eastern district of Louisiana, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil cases depending in the courts of the United States," passed February 20th, 1812; and the act of Congress entitled "An act in addition to an act entitled 'An act for the

more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, personally appeared Samuel A. Cartwright, a person of sound mind and lawful age, a witness for complainants in a civil suit now depending in the circuit court of the United States, in and for the southern district of Mississippi, wherein Edward P. Fourniquet and wife are complainants, and John Perkins, defendant; and the said Samuel A. Cartwright being by me first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, did depose and say, that he was a planter on Lake Concordia in the year 1833, and is now; that the lands there at that time were worth from forty to fifty dollars an acre. Deponent purchased his lands in the year 1832; about the year 1836, he had his lands valued by the appraisers of the Citizens' Bank of Louisiana for the purpose of putting it there to secure stock in said bank. The appraisers then valued his unimproved swamp land at forty dollars per acre. These appraisers were Thomas and John S. Alexander, and were planters on Lake Concordia. These lands, so situated, continued to hold up in price from the year 1832 to the year 1838. About the year 1837, Dr. Williams purchased the Blount plantation, adjoining "Davis Whickmore" place, for the sum of two hundred and seventy thousand dollars. Since then one half of said tract of land has been sold for the sum of fifty thousand dollars.

SAML. A. CARTWRIGHT.

Sworn to and subscribed before me, at New Orleans, this 5th day of May, A. D. 1849.

F. N. HARALSON, [SEAL.]
U. S. Commissioner.

UNITED STATES OF AMERICA,
Fifth circuit and eastern district of Louisiana,
City of New Orleans, ss.

I, Francis N. Haralson, a commissioner duly appointed by the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and *and* bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24, 1789, do hereby certify, that the reason for taking the foregoing deposition is, that the witness lives in New Orleans, Louisiana, more than one hundred miles from Jackson, State of Mississippi, the place of trial of the cause for and in which said deposition is taken and necessary.

I further certify, that no notices were by me made out and served on the respondent, or adverse party, his agent or attorney, to be present at the taking of the deposition, and to put interrogatories if he or they may think fit; and that no notices of the time and place of taking the said deposition and to put interrogatories, *and that no notice of the time and place of taking the said deposition*, were by me made out and served on the said respondent or adversed party, because neither the said adverse party, nor any attorney or agent of said adverse party, was, at the time of taking the said deposition, (100) one hundred miles of the said city of New Orleans, the place of taking the said deposition, to the knowledge of the undersigned.

I further certify, that on this fifth day of May, A. D. 1849, I was attended by the witness, who being of sound mind and lawful age, and the witness having been by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition having been by me reduced to writing in the presence of the witness, and, after carefully reading the same to the witness, he subscribed the same in my presence. I have detained the said deposition in my possession for the purpose of sealing up, directing the same with my own hand, and forwarding to the court for which the same was taken.

I further certify, that I am not of counsel or attorney to either of the parties to the suit in said deposition and caption named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

F. N. HARALSON, [SEAL.]
U. S. commissioner, circuit and district court,
U. S., for eastern district of La.

Deposition of Charles N. Rowley.

UNITED STATES OF AMERICA,
Eastern district of Louisiana,
City of New of Orleans, ss.

Be it remembered, that on the 4th day of May, in the year of our Lord one thousand eight hundred and forty-nine, before me, Francis N. Haralson, a commissioner duly appointed by the circuit court of the United States, in and for the eastern district of Louisiana, under and by virtue of an act of Congress, entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the circuit courts of the United States, passed February 20th, 1812; and the act of Congress, entitled an act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil cases depending in the courts of the United States, passed March 1st, 1817; and the act entitled an act to establish the judicial courts of the United States, passed September 24th, 1789, personally appeared Charles N. Rowley, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in the circuit court of the United States, in and for the southern district of Mississippi,

wherein Edward P. Fourniquet and wife are complainants, and John Perkins is respondent; and the said Charles N. Rowley being by me first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, did depose and say, that he is acquainted with the parties to the controversy. Deponent has been a planter as well on Lake Concordia, La., as on the Mississippi river, near Lake Concordia, and is well acquainted with the value and productions of said land; that he is acquainted with plantation known as Davis Whickemore plantation, on Lake Concordia, which he understood formerly belonged to Benjamin Bynum, deceased; at or about the year 1833, such a plantation, if containing about one thousand and forty acres as represented, with three hundred acres cleared, was worth about fifty dollars per acre; about that time, or shortly afterwards, say in June, 1835, deponent purchased a plantation containing about two thousand acres, with about seventy-six slaves, stock, and farming utensils, for the sum of one hundred and thirty-seven thousand five hundred dollars, two-thirds cash, the balance in five annual instalments, with ten per cent. interest from date of sale; deponent [is] guided in his estimate of this property by purchase made of other property in the same neighborhood since 1833, as well as his own purchase; deponent considers the lands on Lake Concordia as productive for corn and cotton as any in the State, and the lands of Whickemore plantation are as good as any on the lake. CHARLES N. ROWLEY.

Sworn and subscribed before me, at New Orleans, this 4th May, 1849. F. N. HARALSON,
Com'r of the U. S., for the dist. of La.

UNITED STATES OF AMERICA,
Fifth circuit and district of Louisiana,
City of New Orleans.

I, Francis N. Haralson, commissioner duly appointed by the circuit court of the United States, for the ninth circuit and eastern district of Louisiana, under and by virtue of the acts of Congress, entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the circuit court of the United States, passed February 20th, 1812; and the act of Congress, entitled an act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States, passed March 1st, 1817; and the act entitled an act to establish the judicial courts of the United States, passed September 24th, 1789, do hereby certify, that the reason for taking the foregoing deposition is, that the witness lives in New Orleans, Louisiana, more than one hundred miles from Jackson, State of Mississippi, the place of trial of the cause for and in which said deposition is taken and is necessary.

I further certify, that no notices were by me made out and served on the respondent or adverse party, his agent or attorney, to be present at the taking of the deposition, and to put interrogatories if he or

they may think fit, and that no notices of the time and place of taking the said deposition were by me made out and served on said respondent or adverse party, nor any attorney or agent of said adverse party was, at the time of taking said deposition, within (100) one hundred miles of the said city of New Orleans, the place of taking the said deposition, to the knowledge of the undersigned.

I further certify, that on this fourth day of May, A. D. 1849, I was attended by the witness, who being of sound mind and lawful age, the witness having been by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition having been by me reduced to writing in the presence of the witness, and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing the same with my own hand, and forwarding to the court for which the same was taken.

I further certify, that I am not of counsel or attorney to either of the parties to the suit in said deposition and caption named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

F. N. HARALSON, [SEAL.]
U. S. Com'r, circuit and district court,
U. S., for the eastern district of La.

ANN J. SINGLETON
versus
E. P. FOURNIQUET ET AL.

To the honorable Edward Turner, chancellor of the State of Mississippi:

Humbly complaining, sheweth unto your honor your oratrix, Ann J. Singleton, of Claiborne county, in the State of Mississippi, that on the 17th day of June, in the year 1782, Charles De Grandgue, lieutenant colonel in the armies of the King of Spain, and then commandant, civil and military, of the post and district of Natchez, did, by authority of the Spanish government aforesaid, grant to John Hartley, senior, a certain tract of land, containing, by estimation, ten thousand acres, lying and being in what is now Claiborne county, in the State aforesaid, on the waters of bayou Pierre, it being the western half of a body of land containing twenty thousand acres, and well known as the Lyman Mandamus tract. That shortly after said grant the said John Hartley, senior, made partition of said tract of land among his children, assigning one thousand acres thereof to his son, Peter Hartley, one thousand acres thereof to his daughter, Elizabeth Hartley, and one thousand acres to his son, Jacob Hartley, one thousand acres to John Hartley, one thousand acres to Catharine Hartley, his daughter, and the remainder, four thousand acres about, he reserved to himself and continued the possession thereof until his death; your oratrix further sheweth unto your honor, that, in pursuance of said partition and assign-

ment, he executed deeds of gift, conveying to each of his children before named their respective shares of one thousand acres each; a certified copy of the deed to his son, John Hartley, (the original being lost and not in the power of your oratrix to produce,) marked exhibit A, is herewith filed and prayed to be taken as part of this bill. Your oratrix also refers to, and makes part thereof, a plot or chart, marked exhibit (B), which, with its notes of reference, presents accurately delineated the shape, metes, and bounds, as well of the aforesaid tract of ten thousand acres as of the several tracts allotted and conveyed under the division aforesaid to the children of John Hartley, senior. Your oratrix further alleges, the said John Hartley, senior, having departed this life, and the Government of the United States having, by virtue of a treaty with the King of Spain, assumed dominion and jurisdiction over the territory in which said tract of land is situated, the heirs and children of said John Hartley, senior, presented their claims aforesaid, devised to them from the Spanish government, through them to the board of commissioners west of Pearl river, established by laws of Congress regulating the grants of land, and providing for the disposal of lands of the United States south of the State of Tennessee, which board, having plenary powers for that purpose, after examination thereof, fully confirmed the said heirs of John Hartley, senior, in their claims aforesaid, according to the original grant from the Spanish government, and the partition and conveyance made to them by their father; which act of confirmation was accompanied by, and adapted for the greater certainty of description, a plat of which, exhibit (B), so far as the shape, metes, and bounds, &c., of the tracts herein before enumerated are concerned, is a true copy.

Your orator further alleges, that the said John Hartley (2d) to whom the said land and number (5) on the annexed chart was divided by his father, died intestate, seized of the said land in fee simple, leaving two children, John Hartley (3d) and Christiana Hartley, to whom said tract of land descended; that the said Christiana intermarried with a certain John Burns, who, in conjunction with his said wife Christiana, on the 17th day of March, 1824, sold, regularly conveyed, the undivided half of said thousand acres, being the interest of said Christiana as heiress, to Sugars Turner, who, on the same day, conveyed the same to John Perkins; and the said John Perkins, on the 25th December, 1833, conveyed same by deed to Edward P. Fourniquet, with all the right, title, and interest, in and to the undivided moiety of said thousand acres, devised to him through the deeds from Burns and wife and Sugars Turner as aforesaid; and the said Fourniquet still continues the proprietor of such interest, if any has passed to him by said deed from John Perkins; certified copies of the deeds from Burns and wife to Sugars Turner, from Turner to Perkins, and from Perkins to Fourniquet, are herewith filed and marked exhibit C, D, and E, and prayed to be taken as part of this bill, the original being in the possession of said Perkins and Fourniquet, and not in the possession of your oratrix to produce.

Your oratrix further alleges, that a very slight interest in said tract of a thousand acres vested in the said Edward P. Fourniquet, under the conveyance aforesaid from John Perkins, inasmuch as the said John Perkins had previously divested himself of all interest in said tract, or if interest he had purchased, he was estopped by his acts to assert the same; that as the owner of a pretended claim of 1,050 acres, the name of Arch. H. Bay, which claim will hereafter be shown to be utterly null and void, the said John Perkins, in 1822, conveyed to George Lake a tract of land by metes and bounds, containing, by estimation, 600 acres, which is more particularly described in said conveyance, a certified copy of which, marked exhibit F, is prayed to be taken as a part of this bill, the original being lost, and not in the possession of your oratrix to produce; that the tract of 600 acres, conveyed to George Lake, embraced in its boundaries all the thousand acre tract deeded to John Hartley, (2d,) which lies south of bayou Pierre, as exhibited in the accompanying chart, and which amounts to about 330 acres; and the said Perkins having, at the time of the conveyance aforesaid, no valid title to said land, his subsequent purchase from Sugars Turner, and deed thereupon, on the 17th of March, 1824, enured to the benefit of the said George Lake, and he was forthwith, by operation of law, invested with all the title of the said John Perkins, devised as aforesaid to the said 330 acres, lying south of bayou Pierre.

Your oratrix alleges, that the said George Lake, being thus vested with said title, did, on the 17th day of February, 1829, convey the same to a certain J. W. Thompson by deed, which is herewith filed, marked exhibit G, and prayed to be taken as part of this bill; and said Thompson still continues to be the owner and occupant of said 600 acres, thus conveyed to him, which is particularly designated in the chart hereto annexed.

Your oratrix represents, that after the purchase of their undivided moiety of the 1,000 acres from Burns and wife, by Sugars Turner, and the conveyance of the same by Turner to John Perkins, the said Perkins being then the proprietor of the thousand acres deeded to Christiana Hartley, marked on chart B as number 4, and also of the thousand acres deeded to Jacob Hartley, marked on chart B as number 3, did, by deed herewith filed and marked exhibit H, convey to a certain William R. McAlpin, on the fourth day of October, 1825, a tract of land containing one thousand acres, to be taken off the northeast end of the aforesaid two tracts of a thousand acres, each marked on the chart B as Nos. 3 and 4; and the undivided half of the 1,000 acres, deeded to John Hartley, jun., (the second,) which said 1,000 acres, thus conveyed to McAlpin, were located according to the metes and bounds of the deed, includes two hundred acres of the John Hartley tract, and is so held and enjoyed by said McAlpin under said conveyance. For a particular delineation of said tract, deeded to McAlpin, your honor is referred to chart B. McAlpin has since sold four hundred acres of his tract, and conveyed the same to Annanias Pate, who has since sold and deeded the same to one William Bridges, who now

occupies and owns it. Chart B represents truly its location, shape, and boundary.

Your oratrix avers, that the two hundred acres they sold, and deeded by Perkins to McAlpin, added to the 330, before sold and conveyed by him to George Lake, make an aggregate of 530 acres, conveyed by him out of an undivided moiety of a tract of one thousand acres; which tract, however, upon survey, has been found to contain about one hundred and fifty acres of a surplus, or possibly a little more, which, after the conveyances above mentioned to Lake and McAlpin, would leave the said John Perkins the owner of an unlocated interest of about thirty-five or forty acres of the said tracts of one thousand acres, numbered 5 on chart B and which unlocated interest of thirty-five or forty acres is all, as your oratrix charges, that passed from John Perkins to Edward P. Fourniquet under the conveyance herein before set forth.

Your oratrix further shewing alleges, that John Hartley, the third son of the said John Hartley, jr., (the second,) and to whom descended, as already stated, an undivided moiety of said tract of one thousand acres, numbered five, intermarried with a Miss Harriet Sharkey, and then and leaving as the issue of said marriage, one infant, to whom descended the undivided moiety of said 1,000 acres of land, said Hartley having died the owner thereof, and intestate; that shortly thereafter the said infant heir departed this life intestate, having no issue, and having living no brother or sister, or the descendants of either, and the father thereof being dead, his mother, the said Harriet, inherited as heir the said undivided moiety; afterwards, and while thus invested with said undivided moiety, the said Harriet intermarried with a certain Walter Strothers; your oratrix states that John Hartley, jun., the 2d, left a widow, Deborah Hartley, who was entitled during her life to one-third of said tract, 1,000 acres, numbered 5, as her dower. That Perkins having, by his conveyance aforesaid to McAlpin and Lake, located his interest in said tract in the southern and northern portions thereof, the said Deborah, not wishing to disturb the vendees of the said Perkins, with Perkins' assent, and that of his said vendees, and of their co-tenants in common, Walter Strother and wife, did locate her said dower interest of 333⅓ acres on the north of the bayou Pierre, having the said bayou for its base line, and running up said tract northeasterly, the full *with* thereof for quantity; which dower interest the said Deborah Hartley, for a valuable consideration, sold and conveyed to John G. Singleton, by deed bearing date 8th February, 1826, and which, marked exhibit K, is made a part hereof; the said John G. Singleton immediately thereafter took possession of said tract of 333⅓ acres, and commenced improving thereon; and in the year following purchased the same from the said Walter Strother and Harriet, his wife, who were entitled in right of the said Harriet to an undivided moiety of the 1,000 acres, and the said Strother and wife, by deed dated 1st October, 1827, conveyed the same to the said John Singleton; said tract is truly delineated on the chart B, according to the metes and bounds,

set forth in said , which is marked L, and is prayed to be made a part thereof; your oratrix alleges that the said John G. Singleton having taken possession of said land in 1826, he proceeded to clear the same, which was very heavily timbered, and has with great toil and expense succeeded in putting in cultivation about two hundred acres thereof; that he erected a valuable dwelling-house, mill, gin-house, and other out houses thereon, and has made it his home from 1826, until the time of his death in 1837, and that your oratrix has made it her residence from that time to the present moment; that by his improvements aforesaid, which are permanent and valuable, he has greatly enhanced the value of said 333⅓ acres, which he considered in consequence of said improvements worth sixty dollars per acre. She charges that said improvements were made by said John G. Singleton in good faith, and before the partition hereinafter mentioned, and from a thorough conviction that he was entitled to hold and enjoy the said tract of 333⅓ acres, on which they were made in the shape and with the metes and bounds assigned it in said deed from Deborah Hartley and Walter Strother and wife, and which are exhibited on chart (B,) by letters 8888. She likewise alleges that the said John G. Singleton took possession of said tract, and cleared and located it with said shape and boundaries, and made said improvements with the full knowledge of his co-tenants in common, George Lake, John W. Thompson, John Perkins, Wm. McAlpin, and Walter Strother and wife, and with their full acquiescence; and that they all still acquiesced therein, with the exception of said Edward P. Fourniquet and John Perkins, the former acting, as your oratrix believes, under the influence and promptings of the latter, who, after having acquiesced in the residence of the said John G. Singleton on said tract of land for about ten years, and in the vast and valuable improvements made by his labor and means, is now fraudulently striving to have them seized from your oratrix, and transferred to his relation, the said E. P. Fourniquet.

Your oratrix alleges that during the residence of the said John G. Singleton upon said land, he became temporarily embarrassed, and under an execution at the suit of William Dobson, said tract of 333⅓ acres was levied on and sold by the sheriff of Claiborne county, Mississippi, and by him, on the 18th day of May, 1830, under the description of the lands wherein the defendants in said execution, to wit, the said John G. Singleton, and your oratrix, his mother, then resided, conveyed to Daniel Vertner, the purchaser thereof at the said sale; that afterwards, the said John G. Singleton having continued his residence upon said land, re-purchased said tract with all its appurtenances and rights thereto attached, but more especially the right of having vacated and annulled a certain unjust partition of said land, made in the mean time by commissioners, and which is hereafter particularly set forth, of said Daniel Vertner, who, on the 2d day of May, 1836, deeded the same with all the rights aforesaid to the said John G. Singleton, who up to his death owned the same in fee simple, in the same manner as he owned and held it before the sale thereof by the sheriff, and his

residence therein was continuous and uninterrupted from the year 1826 until the exhibition of a certain suit hereinafter set forth. She makes part hereof the said two last mentioned deeds, marked as exhibits L and M; also a copy of the proceedings in the suit in the name of William Dobson against the said John G. Singleton, under the assignment obtained, in which said land was sold, as marked (O,) and made part hereof.

Your oratrix states that the said Harriet Strother has departed this life, leaving as the only issue of marriage with the said Walker Strother, an infant daughter, Jane, to whom has descended the remainder, the undivided moiety of said 1,000 acres, owned by her mother as aforesaid, and unconveyed by her in her lifetime, amounting to about 235 or 249 acres, subject to a tenancy by courtesy in the said Walter Strother during his natural life; which said 235 or 240 acres, they, the said Walter Strother, and his daughter Jane, hold as aforesaid, as tenants in common with the before named claimants, John W. Thompson, William R. McAlpin, William Bridgers, Edward P. Fourniquet, and your oratrix.

Your oratrix further shewing represents, that the said Edward P. Fourniquet, confederating with the said John Perkins, and others unknown to your oratrix, in the year 1834, by falsely and fraudulently representing to the judge of the probate court of Claiborne county, that he was the owner of an undivided half of said tract of 1000 acres, numbered 5, and that John G. Singleton was the owner of the other, procured from said judge, acting under an act entitled an act concerning the partition of land held by co-parceners, joint tenants, and tenants in common, an order appointing Thomas Freeland, H. Carpenter and H. O. Anderson, commissioners, to make partition of said tracts of 1000 acres, between said Fourniquet and said John G. Singleton; which said commissioners, having acted under said appointment, made their reports to the probate court of Claiborne county, which was received and recorded, a duly certified copy of which, marked N, is made part hereof; by which report it will be seen that said commissioners, acting in utter disregard, *was* your oratrix would more charitably infer, in the blindest ignorance of the character and extent of the interests of the parties concerned, allotted to the said Edward P. Fourniquet 581 acres of said tract, and to the said John G. Singleton 631 acres, having divided said tracts by a line running parallel with the side lines thereof from end to end, and having assigned to the said John G. Singleton all the land lying to the southwest of said dividing line, and to the said Fourniquet all lying to the northeast thereof. Now, your oratrix avers, that by the said partition and report the most manifest injustice has been done, not only to her co-tenants, John W. Thompson, William R. McAlpin, William Bridges, Walter Strother, and Jane Strothers, but also to the said John G. Singleton and herself, and to the said Daniel Vertner, of whose interest in the premises your oratrix is the proprietor, and with whose rights of acting thereto in any manner belonging or attached the said John G. Singleton, and through

set forth in said , which is marked L, and is prayed to be made a part thereof; your oratrix alleges that the said John G. Singleton having taken possession of said land in 1826, he proceeded to clear the same, which was very heavily timbered, and has with great toil and expense succeeded in putting in cultivation about two hundred acres thereof; that he erected a valuable dwelling-house, mill, gin-house, and other out houses thereon, and has made it his home from 1826, until the time of his death in 1837, and that your oratrix has made it her residence from that time to the present moment; that by his improvements aforesaid, which are permanent and valuable, he has greatly enhanced the value of said 333⅓ acres, which he considered in consequence of said improvements worth sixty dollars per acre. She charges that said improvements were made by said John G. Singleton in good faith, and before the partition hereinafter mentioned, and from a thorough conviction that he was entitled to hold and enjoy the said tract of 333⅓ acres, on which they were made in the shape and with the metes and bounds assigned it in said deed from Deborah Hartley and Walter Strother and wife, and which are exhibited on chart (B,) by letters 8888. She likewise alleges that the said John G. Singleton took possession of said tract, and cleared and located it with said shape and boundaries, and made said improvements with the full knowledge of his co-tenants in common, George Lake, John W. Thompson, John Perkins, Wm. McAlpin, and Walter Strother and wife, and with their full acquiescence; and that they all still acquiesced therein, with the exception of said Edward P. Fourniquet and John Perkins, the former acting, as your oratrix believes, under the influence and promptings of the latter, who, after having acquiesced in the residence of the said John G. Singleton on said tract of land for about ten years, and in the vast and valuable improvements made by his labor and means, is now fraudulently striving to have them seized from your oratrix, and transferred to his relation, the said E. P. Fourniquet.

Your oratrix alleges that during the residence of the said John G. Singleton upon said land, he became temporarily embarrassed, and under an execution at the suit of William Dobson, said tract of 333⅓ acres was levied on and sold by the sheriff of Claiborne county, Mississippi, and by him, on the 18th day of May, 1830, under the description of the lands wherein the defendants in said execution, to wit, the said John G. Singleton, and your oratrix, his mother, then resided, conveyed to Daniel Vertner, the purchaser thereof at the said sale; that afterwards, the said John G. Singleton having continued his residence upon said land, re-purchased said tract with all its appurtenances and rights thereto attached, but more especially the right of having vacated and annulled a certain unjust partition of said land, made in the mean time by commissioners, and which is hereafter particularly set forth, of said Daniel Vertner, who, on the 2d day of May, 1836, deeded the same with all the rights aforesaid to the said John G. Singleton, who up to his death owned the same in fee simple, in the same manner as he owned and held it before the sale thereof by the sheriff, and his

residence therein was continuous and uninterrupted from the year 1826 until the exhibition of a certain suit hereinafter set forth. She makes part hereof the said two last mentioned deeds, marked as exhibits L and M; also a copy of the proceedings in the suit in the name of William Dobson against the said John G. Singleton, under the assignment obtained, in which said land was sold, as marked (O,) and made part hereof.

Your oratrix states that the said Harriet Strother has departed this life, leaving as the only issue of marriage with the said Walker Strother, an infant daughter, Jane, to whom has descended the remainder, the undivided moiety of said 1,000 acres, owned by her mother as aforesaid, and unconveyed by her in her lifetime, amounting to about 235 or 249 acres, subject to a tenancy by courtesy in the said Walter Strother during his natural life; which said 235 or 240 acres, they, the said Walter Strother, and his daughter Jane, hold as aforesaid, as tenants in common with the before named claimants, John W. Thompson, William R. McAlpin, William Bridgers, Edward P. Fourniquet, and your oratrix.

Your oratrix further shewing represents, that the said Edward P. Fourniquet, confederating with the said John Perkins, and others unknown to your oratrix, in the year 1834, by falsely and fraudulently representing to the judge of the probate court of Claiborne county, that he was the owner of an undivided half of said tract of 1000 acres, numbered 5, and that John G. Singleton was the owner of the other, procured from said judge, acting under an act entitled an act concerning the partition of land held by co-parceners, joint tenants, and tenants in common, an order appointing Thomas Freeland, H. Carpenter and H. O. Anderson, commissioners, to make partition of said tracts of 1000 acres, between said Fourniquet and said John G. Singleton; which said commissioners, having acted under said appointment, made their reports to the probate court of Claiborne county, which was received and recorded, a duly certified copy of which, marked N, is made part hereof; by which report it will be seen that said commissioners, acting in utter disregard, *was* your oratrix would more charitably infer, in the blindest ignorance of the character and extent of the interests of the parties concerned, allotted to the said Edward P. Fourniquet 581 acres of said tract, and to the said John G. Singleton 631 acres, having divided said tracts by a line running parallel with the side lines thereof from end to end, and having assigned to the said John G. Singleton all the land lying to the southwest of said dividing line, and to the said Fourniquet all lying to the northeast thereof. Now, your oratrix avers, that by the said partition and report the most manifest injustice has been done, not only to her co-tenants, John W. Thompson, William R. McAlpin, William Bridges, Walter Strother, and Jane Strothers, but also to the said John G. Singleton and herself, and to the said Daniel Vertner, of whose interest in the premises your oratrix is the proprietor, and with whose rights of acting thereto in any manner belonging or attached the said John G. Singleton, and through

him your oratrix, by the deed aforesaid, is fully invested, which injustice is displayed in the following particular, to wit: First, that the 581 acres allotted to the said Fourniquet includes within it the dwelling-house, mill, gin-house, and other out-houses of your oratrix, together with the two hundred acres, excepting only a few acres, before described, as cleared by the said John G. Singleton, and as constituting the farm and house of the said John G. Singleton up to his death, and of your oratrix ever since, and which is worth at least $60 per acre, when in justice and equity, as already shewn, the said Fourniquet is not entitled to more than 35 or 40 acres under his deed from Perkins, and is estopped from claiming that within the improvements of your oratrix by the acts of his granters, the said John Perkins, and which acts have already been enumerated.

Second. That the six hundred and thirty-one acres allotted to the said John G. Singleton is, with a very slight exception, in the forest, and very heavily timbered, and much of it swamp land, and is not worth, averaging the tract, exceeding twenty dollars per acre.

Third. That the portion of the land to the said John G. Singleton, lying south of the bayou Pierre, and containing about 175 or 180 acres, is as [al]ready shewn the property of John W. Thompson, conveyed to him by George Lake, the grantee of Perkins, and has been, and is still, owned and occupied under said conveyance, with the full assent of all others having an interest in said 1000 acre tract, marked number 5, and your oratrix can never obtain possession or become invested with the partnership thereof under said allotment.

Fourth. That by said report and partition the interest of said Daniel Vertner, John W. Thompson, Wm. R. McAlpin, William Bridges, Walter Strothers, and Jane Strothers, his daughter, shewn before at the date of said report to have been tenants in common of said tract, or a large portion thereof, has been first *committed*, and utterly disregarded.

Fifth. That a large part of the tract assigned under said partition, lying north of bayou Pierre, being the northeast part of said assigned tract, belongs to said Walter Strothers and Jane, his daughter, in manner before shewn; and your oratrix, and the other joint proprietors, having assented to a general location, without defined metes and bounds, of the claim of said Strother and daughter in that end of the tract, your oratrix has now no right, and can derive none for said partition, to assert title to that portion of the tract allotted to him.

Sixthly and lastly. The said commissioners committed manifest error and injustice in regarding in that partition the claim of Elihu H. Bay for 1050 acres, purchased in by said Perkins, and which embraces in its nominal boundary all that portion of the 1000 acre tract marked 5, which lies south of bayou Pierre. The said claim of Bay being, as your oratrix avers, utterly null and void, in this, that it is derived from a grant for 20,000 acres said to have been made by the British government of West Florida to Thaddeus Lyman, about the year 1775 or 1776, which grant being for land north of the 31st degree of north

latitude, and the owner thereof not having been, on the 27th of October, 1795, an actual settler within the limits of Mississippi, the same derived no validity from the articles of agreement and cession between the United States and Georgia, and being for land without the territorial limits of the said government of West Florida, the said grant was intrinsically inoperative and void; and that said grant not having been regularly filed according to law with the proper register of the land [office] in the Mississippi territory, and not having been embraced in the report of the board of commissioners laid before Congress according to law, and the said 20,000, which it purported to convey to Thaddeus Lyman having been subsequently re-granted by the Spanish government, ten thousand acres thereof as before shown to John Hartley, senr., and the remaining ten thousand to Solon Lyman, the said grant became, and was, and is, and all titles derived from it are, as your oratrix is advised and charges, null and void.

Nevertheless, your oratrix alleges that said Edward P. Fourniquet, fraudulently availing himself of the legal advantage acquired under the partition made by said commissioners, has, in the circuit court of Claiborne county, Mississippi, instituted an action of ejectment in the name of John Doe, in the several demises of John Burns and wife, Sugars Turner, John Perkins, and the said Edward P. Fourniquet, against the said John G. Singleton, in his lifetime, and the said Ann G. Singleton, your oratrix, who have resided on said land until the death of the said John G. Singleton, and your oratrix continuing to reside thereon, possession of the said 333⅓ acres and the improvements thereon, and inasmuch as the statute declares such partition, however erroneously made, to be conclusive between the parties, until re-examined by your honor upon bill filed, your oratrix fears that the said Fourniquet will obtain judgment in said action of ejectment against her, and she will be turned out of the possession of her farm and home, unless prevented by the interposition of this honorable court, whose peculiar province it is to make just and equal partition between tenants in common and others holding lands jointly, and to redress such frauds and unconscientious hardships *and* your oratrix is shown to be suffering under. Your oratrix further sheweth unto your honor, that the said John G. Singleton departed this life some time in the year 1838, leaving a last will and testament, and making your oratrix his sole devisee of all the property in the possession at the time of his death; she further represents, that the ejectment suit has been revived against her, and that the said Edward P. Fourniquet is seeking to turn her out of possession of the farm left her by the last will and testament of the said John G. Singleton. She further alleges that she is the administratrix of all the goods and chattels, and other property, belonging to the said John G. Singleton at the time of his death; a copy of which last will and testament of the said John G. Singleton is hereunto annexed, marked exhibit P, and prayed to be taken as a part hereof. Your oratrix would further shew unto your honor, that the said partition above set out, as made in the year 1834, was made by order of the probate court of Clai-

borne county, a court which your oratrix is advised has no jurisdiction over matters of partition, inasmuch as its jurisdiction by the constitution is confined to matters testamentary and of administration in orphans' business, and allotments of dower in cases of idiocy and lunacy, and of persons non compos mentis. Your oratrix is advised that matters of partition belong to your honorable court, and is a part of its oldest and most cherished jurisdiction, and that the act of the legislature giving jurisdiction in such matters to the probate court is unconstitutional, and consequently inoperative upon any one.

In consideration of the premises, your oratrix prays the State writ of subpœna may issue, whereby the said Edward P. Fourniquet, John Perkins, John W. Thompson, William R. McAlpin, Walter Strothers, and John Strother, may be compelled to appear and make full and complete answer to each and all of the allegations of this bill, in as ample a manner as if the same had been propounded to them by way of interrogatory; and that, upon a final hearing of this cause, that your honor will decree a perpetual injunction against said defendants, from proceeding in said action of ejectment; that the title in severalty of said three hundred and thirty-three acres of land, purchased by the said John G. Singleton from said Walter Strothers and wife, be declared to belong to her, and that she be decreed to hold the same in severalty; or if your honor thinks you cannot make such decree, then she prays that your honor will re-examine and annul the partition aforesaid, made by said commissioners, and will in the exercise of your honor's original and inherent jurisdiction upon the subject, decree a just and equal partition of said 1000 acres, marked 5, between the said Thompson, McAlpin, Bridges, Strothers and daughter, and your oratrix, and the said Edward P. Fourniquet, according to their respective interests therein, and decree that they convey to each other the tract allotted to them under the partition, according to the course of court; and especially that, under said partition, the 333⅓ acres owned and occupied by your oratrix be assigned her in such manner as to include therein her said improvements, and with such shape and boundaries as the said John G. Singleton in his lifetime enjoyed, and your oratrix ever since the death of the said John G. Singleton has enjoyed the same, with the full assent of the said defendants; and that, in the mean time, the said Edward P. Fourniquet be enjoined from the further prosecution of his said action of ejectment against your oratrix for the said tract of 333⅓ acres, based as said action of ejectment is upon the irregular and unjust partition of said complainant, and grant to your oratrix all such other and further relief as to equity and justice may belong; and your oratrix will ever pray, &c.

HOLT & CHAPLAIN,
For complaints.

THE STATE OF MISSISSIPPI, *Claiborne county.*

Personally appeared before the undersigned, justice of the peace in and for the county aforesaid, Ann J. Singleton, the complainant in the within bill, who on oath says, that the within facts, as stated of her

own knowledge, are just and true; and, so far as they are stated to be on the information of others, *he* believes to be true and correct.

A. J. SINGLETON.

Sworn to and subscribed to, 6th day of April, 1839, before the undersigned.

H. D. DENNY, *J. P.* [SEAL.]

Let writs of subpœna and injunction issue, according to the prayer of the foregoing bill, on complainant's entering into bond to E. P. Fourniquet in the penal sum of two thousand dollars, with William Bridgers, security, conditioned according to law.

E. TURNER, *Chancellor.*

May 22d, 1839.

To the clerk of the superior court of chancery,
or the clerk of the circuit court of Claiborne county.

The process issued in this case is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI,

Superior court of chancery of the State of Mississippi, to wit:

To Edward P. Fourniquet, John Perkins, John W. Thompson, William R. McAlpin, and William Bridgers.

For certain causes offered before us in our superior court of chancery, of the State of Mississippi, we command and strictly enjoin you that, laying all other matters aside, and notwithstanding any excuse, you personally appear at a superior court of chancery, to be holden at the court-room in the city of Jackson, on the first Monday in June next ensuing, to answer a bill of complaint executed against you and others by Ann J. Singleton, complainant, in our said court, and further to do and receive what our said court shall have considered of in this behalf; and this you shall in nowise omit, under the penalty of one hundred dollars, as well as the consequences that may fall thereon, and have then there this writ.

Witness the honorable Robert H. Buckner, chancellor of the State of Mississippi, at the city of Jackson, the first Monday in December, in the year of our Lord one thousand eight hundred and thirth-nine, and of the sovereignty and independence of the United States of America the seventy-fourth.

[L. S.]

Issued the 19th day of February, 1840, to the sheriff of Claiborne county to execute and return.

R. L. DIXON, *Clerk,*
By THOS. P. SHEPPARD, *D. C.*

(*Sheriff's endorsement.*)

Received 25th February, 1840.

R. J. BLAND, *Sheriff.*

Executed on John W. Thompson, William Bridgers, W. R. McAlpin, this 27th February, 1840.

R. J. BLAND, *Sheriff*,
By W. G. RENARD, *D. S.*

Executed on John Perkins the 9th of April, 1840.

R. J. BLAND, *Sheriff*.

And afterwards, to wit, at a court continued and held on the 19th day of January, A. D. 1842, the following order was entered upon the minutes in this cause, to wit:

It appearing to the chancellor that the subpœna had been executed on the defendants, John W. Thompson, William Bridgers, William R. McAlpin, and John Perkins, and that publication has been made and proven against the defendants, Walter Strother and Jane Strother, and that they have failed to plead, answer, or demur to said bill of complaint, it is therefore ordered that the several allegations thereof be taken for confessed by said defendants.

The separate demurrer of Edward P. Fourniquet is in the words and figures following, to wit:

The demurrer of Edward P. Fourniquet, one of the defendants to the bill of complaint of Ann J. Singleton.

This defendant, by protestation, not confessing or acknowledging all or any of the matters in and by the said bill set forth and complained of to be true, in manner and form as the same are therein set forth and alleged, saith he is advised that there is no matter or thing in the complainant's said bill of complaint contained good and sufficient in law to call this defendant to account in this honorable court for the same; but that there is good cause of demurrer thereto, and he doth demur thereto accordingly, and for causes of demurrer sets down the following, to wit:

1st. The complainant's said bill of complaint, in case the same were true, which this defendant does in nowise admit, contains not any matter wherein this court can reverse the partition complained of, or give the complainant any relief or assistance against the said partitions.

2d. That, by the bill of complaint, it appears that the complainant had no title or interest in the said land in controversy at the time of said partition, but that the same belonged to one Daniel Vertner, who acquiesced in said partition.

3d. That, at the time of the making of said partition complained of, John G. Singleton and complainant, who claims under John G. Singleton, were neither joint tenants, tenants in common, nor co-parceners, but strangers without title or interest to any portion of the land divided and now in controversy; and that, by the subsequent purchase of Daniel Vertner, no right was acquired to have the same reviewed in chancery, nor could said Vertner sell said right or privilege, even did it exist to him, in his own right; that the same was not, nor is not, a subject of sale.

4th. That by the complainant's bill and titles exhibited, it is apparent that John G. Singleton had no title, either legal or equitable, and that complainant, holding under him, can claim no greater.

5th. That by the title and deed for Deborah Hartley's dower, it is clear that said dower was never allotted by metes and bounds, until which time she could not sell, much less [make] a specific partition, and complainant derives no title through her.

6th. That the deed from Strother and wife, for a specific portion of land, by metes and bounds, conveyed no title to Singleton, the bill showing that they owned but an undivided moiety, which they did not sell. That in such case, the covenants of a married woman being void for a specific portion, which she did not own, works no estoppel against the feme becoming sole, or her heirs after death.

7th. That the jurisdiction of the probate judge and not the probate court, by the act of 1833, page 29, sec. 1, is especially given to make partition. 2. That if the act of partition by the probate judge was coram nobis judice, then the complainant can avail herself of the same in the trial of the ejectment at law, and a court of chancery has no power to correct the error of jurisdiction in the probate court, nor to assume jurisdiction de novo, when the title is in dispute.

Whereupon, and for other errors and defects in the complainant's said bill of complaint contained, and appearing on the face thereof, this defendant does as aforesaid demur in law thereto, and humbly craves the judgment of this honorable court, whether they are compelled or ought to make any answer thereto, otherwise than as aforesaid; and this defendant humbly prays to be *here* dismissed with his costs and charges in this behalf most wrongfully sustained.

And on the 19th day of February, A. D. 1844, the following order was entered in this case, to wit:

This cause having been submitted on the bill of complaint and the demurrer thereto, at a former term of this court, and the chancellor being now fully advised thereof, doth order that said demurrer be and is hereby overruled, and that said defendant, so demurring, have leave to answer on or before the third Monday of May next.

And afterwards, to wit, on the 20th day of June, A. D. 1845, the following decree was rendered in this case, to wit:

This cause came on to be heard this day, before his honor, the chancellor, upon the bill, exhibits, and pro confesso taken in the cause; whereupon his honor being fully advised thereof, doth order, adjudge, and decree, that the partition of the land mentioned in the bill, made by virtue of an order of the probate court of Claiborne county, between defendants, Edward P. Fourniquet and John G. Singleton, be, and the same is hereby, to be null and void. It is further ordered and decreed that the title in severalty of said three hundred and thirty-three acres of land mentioned in the bill, and purchased by John G. Singleton in his life-time from Walter Strother and wife, be and the same is hereby declared to be held by complainant in severalty.

It is further ordered that the defendants be perpetually enjoined from

further prosecuting the action of ejectment mentioned in said bill of complaint; and that they be perpetually enjoined from any further proceedings against complainant, by way of partition or otherwise, in relation to the division of the land mentioned in the pleadings.

It is further ordered that each party pay their own costs.

RO. H. BUCKNER.

June 20th, 1845.

STATE OF MISSISSIPPI.

I, J. T. Simms, clerk of the superior court of chancery of the State aforesaid, do hereby certify, that the above and foregoing twenty-four pages, together with this page, contains copies of the bill and process issued thereon, and pro confesso taken thereon, the demurrer of the defendant, E. P. Fourniquet, and the order overruling the same, and the decree of the chancellor rendered in the case of Ann J. Singleton against E. P. Fourniquet et al., as the same now remains of record and on file in my office.

In testimony whereof I have hereunto subscribed my name and caused the seal of said court to be hereunto affixed, at the city of Jackson, this 11th day of May, A. D. 1849.

[SEAL.]

J. T. SIMMS, *Clk.*

[For chart see original.]

The above chart exhibits the direction of the title to the 1,000 acres tract numbered 5, from John Hartley, jun., the original proprietor, to the present owners and occupants thereof, viz., John G. Singleton, Edward P. Fourniquet, John W. Thompson, William R. McAlpin, Annanias Pate, Walter Strother, and his daughter Jane Strother.

Evidence offered on the part of the defendant.

Interrogatories to be propounded to Mrs. Mary C. Eskridge, a witness to be examined on the part of the defendant in a certain cause depending in the United States' circuit court, for the southern district of Mississippi, wherein Edward P. Fourniquet and Harriet, his wife, are complainants, and John Perkins is defendant. In equity.

1st interrogatory. Do you know the parties to this cause?

2d interrogatory. State what you know of a transaction by which Benjamin S. Bynum and Mary C. Bynum conveyed to the defendant, John Perkins, their undivided half of a tract of land of 1,040 acres in Louisiana; look at the annexed copy of a deed, marked exhibit A, and state whether it is a true copy of the deed of said conveyance; please state where the deed was made and executed, and all the circumstances known to you, which induced the making said deed.

3d interrogatory. Is it true that this deed of conveyance was intended

to carry out a gift of donation to Harriet J. Bynum, (now Fourniquet,) while a minor, by her sister and brother, for which the defendant Perkins paid nothing?

4th interrogatory. Was or not the object of the brother and sister of said Harriet, in transferring the said 520 acres of land to Judge Perkins, that they should hold the same in trust, and for the use and benefit of the said Harriet during her minority?

5th interrogatory. What did the defendant Perkins give the grantors in said deed, in consideration for said conveyance?

6th interrogatory. Did the grantors in said deed intend to withhold from said defendant Perkins the right of disposal of said land, so conveyed to him as of his own property?

7th interrogatory. Did or not said defendant, at the time of the transaction, express a benevolent intention towards said Harriet; did he or not express himself to the effect that he would, at some future time, give this land as a gift from himself (not from her brother and sister) to said Harriet?

8th interrogatory. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

H. S. EUSTIS, *Sol. for compl't.*

To Edward P. Fourniquet, Harriet, his wife, or their solicitors.

Please take notice, that ten days after service of a copy of these interrogatories upon you, a commission will issue, directed to William B. Bristol, of New Haven, Connecticut, to take the testimony of said witness. You are at liberty to file cross interrogatories herewith to accompany said commission.

H. S. EUSTIS.

July 25, '48.

I acknowledge to have received a copy of the foregoing interrogatories, and exhibit A, this 19th August, 1848.

E. P. FOURNIQUET.

Exhibit A.

Benjamin S. Bynum and Mary C. Bynum to John Perkins. Conveyance.

This indenture, made this first day of April, in the year of our Lord one thousand eight hundred and twenty-nine, between Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, his sister, of the Briers, near Natchez, in the county of Adams, and State aforesaid, of the second part, witnesseth:

further prosecuting the action of ejectment mentioned in said bill of complaint; and that they be perpetually enjoined from any further proceedings against complainant, by way of partition or otherwise, in relation to the division of the land mentioned in the pleadings.

It is further ordered that each party pay their own costs.

RO. H. BUCKNER.

June 20th, 1845.

STATE OF MISSISSIPPI.

I, J. T. Simms, clerk of the superior court of chancery of the State aforesaid, do hereby certify, that the above and foregoing twenty-four pages, together with this page, contains copies of the bill and process issued thereon, and pro confesso taken thereon, the demurrer of the defendant, E. P. Fourniquet, and the order overruling the same, and the decree of the chancellor rendered in the case of Ann J. Singleton against E. P. Fourniquet et al., as the same now remains of record and on file in my office.

In testimony whereof I have hereunto subscribed my name and caused the seal of said court to be hereunto affixed, at the city of Jackson, this 11th day of May, A. D. 1849. [SEAL.]

J. T. SIMMS, *Clk.*

[For chart see original.]

The above chart exhibits the direction of the title to the 1,000 acres tract numbered 5, from John Hartley, jun., the original proprietor, to the present owners and occupants thereof, viz., John G. Singleton, Edward P. Fourniquet, John W. Thompson, William R. McAlpin, Annanias Pate, Walter Strother, and his daughter Jane Strother.

Evidence offered on the part of the defendant.

Interrogatories to be propounded to Mrs. Mary C. Eskridge, a witness to be examined on the part of the defendant in a certain cause depending in the United States' circuit court, for the southern district of Mississippi, wherein Edward P. Fourniquet and Harriet, his wife, are complainants, and John Perkins is defendant. In equity.

1st interrogatory. Do you know the parties to this cause?

2d interrogatory. State what you know of a transaction by which Benjamin S. Bynum and Mary C. Bynum conveyed to the defendant, John Perkins, their undivided half of a tract of land of 1,040 acres in Louisiana; look at the annexed copy of a deed, marked exhibit A, and state whether it is a true copy of the deed of said conveyance; please state where the deed was made and executed, and all the circumstances known to you, which induced the making said deed.

3d interrogatory. Is it true that this deed of conveyance was intended

to carry out a gift of donation to Harriet J. Bynum, (now Fourniquet,) while a minor, by her sister and brother, for which the defendant Perkins paid nothing?

4th interrogatory. Was or not the object of the brother and sister of said Harriet, in transferring the said 520 acres of land to Judge Perkins, that they should hold the same in trust, and for the use and benefit of the said Harriet during her minority?

5th interrogatory. What did the defendant Perkins give the grantors in said deed, in consideration for said conveyance?

6th interrogatory. Did the grantors in said deed intend to withhold from said defendant Perkins the right of disposal of said land, so conveyed to him as of his own property?

7th interrogatory. Did or not said defendant, at the time of the transaction, express a benevolent intention towards said Harriet; did he or not express himself to the effect that he would, at some future time, give this land as a gift from himself (not from her brother and sister) to said Harriet?

8th interrogatory. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

H. S. EUSTIS, *Sol. for compl't.*

To Edward P. Fourniquet, Harriet, his wife, or their solicitors.

Please take notice, that ten days after service of a copy of these interrogatories upon you, a commission will issue, directed to William B. Bristol, of New Haven, Connecticut, to take the testimony of said witness. You are at liberty to file cross interrogatories herewith to accompany said commission.

H. S. EUSTIS.

July 25, '48.

I acknowledge to have received a copy of the foregoing interrogatories, and exhibit A, this 19th August, 1848.

E. P. FOURNIQUET.

Exhibit A.

Benjamin S. Bynum and Mary C. Bynum to John Perkins. Conveyance.

This indenture, made this first day of April, in the year of our Lord one thousand eight hundred and twenty-nine, between Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, his sister, of the Briers, near Natchez, in the county of Adams, and State aforesaid, of the second part, witnesseth:

That for and in consideration of the sum of one thousand dollars, by the said party of the first part in hand paid before the sealing and delivery of these presents, the receipt of which the said party of the first part do hereby acknowledge, and themselves to be therewith fully paid and satisfied, the said party of the first part hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all the estate, right, title, interest, claim, and demand, in and to a certain undivided tract of land, situate, lying, and being in the parish of Concordia, and State of Louisiana, on Lake Concordia, adjoining lands on one side of William Blunt, esquire, and lands on the other belonging to the heirs of the late Philip Hill, deceased, containing one thousand and forty acres, be the same more or less, which said undivided interest and claim of land amounts to one-half of the aforesaid tract of land, situate as aforesaid, which the said party of the first part conveys and confirms unto the said party of the second part, his heirs and assigns; together with all and singular the buildings, improvements, ways, waters, water-courses, rights, members, privileges, advantages, and appurtenances thereunto belonging, or in any wise appertaining, and all the estate, right, title, and interest, property, claim, and demand whatsoever, at law and in equity, of them, the said party of the first part, of, in, and to the same.

To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of the said party of the second part, his heirs and assigns, forever.

In testimony whereof the parties aforesaid have hereunto set their hands and affixed their seals, the day and year first above written, one granting and the other at the same time accepting by these presents.

BENJAMIN S. BYNUM, [SEAL.]
MARY C. BYNUM, [SEAL.]
JOHN PERKINS. [SEAL.]

In presence of—
JOHN FURNES,
JOHN D. SMITH.

STATE OF LOUISIANA,
Parish of Concordia, ss.

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furnes, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see Benjamin S. Bynum, Mary C. Bynum, and John Perkins, execute the foregoing instrument of writing the day and year therein mentioned, and that he, this deponent, and John D. Smith, signed their names thereto as witnesses, in attestation thereof.

JOHN P. FURNES.

Sworn to and subscribed this 30th of May, 1839.

GEORGE S. GUION, *Parish Judge.*

STATE OF LOUISIANA, *parish of Concordia.*

I, Alexander C. Hunter, recorder in and for the parish of Concordia, do hereby certify the above and foregoing is a true and correct copy as appears of record in my office.

[L. S.] Witness my hand and seal of office, at Vidalia, this 26th day of July, A. D. 1848.

A. C. HUNTER, *Recorder.*
By D. YORK, *D. R.*

Cross interrogatories to be propounded to Mrs. Mary C. Eskridge in a certain suit now pending in the United States circuit court, for the southern district of Mississippi, wherein E. P. Fourniquet and Harriet J. Fourniquet, his wife, are complainants, and John Perkins, defendant.

The commissioner in propounding the cross interrogatories to the witness, will do so, sentence by sentence, and take her separate answer to each question asked.

Cross interrogatory first. If, in answering the second direct interrogatory, you explain the intention of exhibit A, different from what appears on the face, then set forth, if it is or is not true, that the defendant consulted with your brother Benjamin as to the best mode of securing for your brother, your sister Harriet, and yourself, a tract of land each upon which to work their separate slaves?

Cross interrogatory second. Is it or not true that Benjamin received from the defendant the Long Branch lands, and that he, in consideration of said lands, and with a view to secure a separate tract of land for Harriet, gave and relinquished to defendant his ¼ interest in his father's Concordia plantation?

Cross interrogatory third. Is it or not true, that by a like arrangement you received the Grandmother tract of land, and gave and relinquished to Harriet your ¼ interest in your father's Concordia plantation?

Interrogatory fourth. Was or was not Harriet, at the time exhibit A was executed, a minor, and at school at the north; how old was she at that time; who was her guardian?

Interrogatory fifth. Is it or not true, that at the time Benjamin agreed to relinquish his ¼ interest in the Concordia lands to Harriet, that he suggested to the defendant the propriety of delaying to make the title to Harriet until she was of age, or settled in the world; did or did [not] the said suggestion result in the defendant's receiving the interest of yourself and brother in the Concordia lands (520 acres) in his own name; was or was not the $1000 set forth as the consideration for the said land paid to you or your brother at that time, or any subsequent time?

Interrogatory sixth. Up to the time of your brother's death, did he or not continue under the belief that Harriet was to receive the said 520 acres of land; where was Harriet from the time exhibit A was executed until the time of Benjamin's death?

Interrogatory seventh. Did or did not the defendant as Harriet's guardian, sanction the arrangement by which her interest of ¼ in the Concordia land was exchanged with M. W. Ewing for Mrs. Ewing's interest of ⅓ in the Long Branch lands?

Int. 8th. Was or was not the deed for Mrs. Ewing's ⅓ of Long Branch made to Harriet and your husband jointly; what sum did your husband allow Harriet for the ⅓ of the ⅓; was or was not this arrangement sanctioned by the defendant as Harriet's guardian?

Int. 9th. Your husband having claimed ⅓ of the ⅓ acquired from Ewing, how much land had Harriet at Long Branch; was it or not one-half thereof, or 462 acres?

Int. 10th. Had Harriet received the share of Benjamin and yourself in the Concordia lands, in addition to his ¼ interest therein; would she or not have had 780 acres of your father's plantation?

Int. 11th. Do you or not know whether your sister, at the time she exchanged her 260 acres of the Concordia lands with Ewing, was advised by the defendant that he held for her use, as derived from your brother and yourself, 520 acres in addition to her 260 acres?

Int. 12th. By the inventory which the defendant caused to be made of your father's Concordia estate in 1827, was or was not the plantation (that is, his lands) valued at $10,000?

12th cross int. Do you or not know, that when the defendant gave Harriet and her husband the Singleton claim, that they received the same from him as a pure donation; how many acres was contained in the said Singleton gift?

Int. 13th. Was or was not Singleton in possession of the said lands when defendant deeded his interest to Fourniquet and wife; does or does not Singleton, or his heirs or assignees, still hold possession of said land?

Int. 14th. Do you know, or can you set forth, any other matter or thing that will be of advantage to the complainants? If yea, set forth the same as fully and at large as if particularly interrogated thereunto.

E. P. FOURNIQUET.

UNITED STATES OF AMERICA,
Southern district of Mississippi.

Circuit court, U. S.

I, William H. Brown, clerk of said court, do hereby certify, that the foregoing interrogatories and cross interrogatories are truly copied from the originals on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Jackson, this 28th day of September, A. D. 1848.

[L. S.] W. H. BROWN, *Clerk*,
Per C. H. ROGERS, *D. C.*

UNITED STATES OF AMERICA,
Southern district of Mississippi, to wit.

The President of the United States to William B. Buster.

Know ye, that trusting to your fidelity and prudent circumspection

in diligently examining Mary C. Eskridge, in a certain cause now depending in the circuit court of the United States for the district aforesaid, wherein Edward P. Fourniquet and Harriet, his wife, are complainants, and John Perkins, defendant, you are requested, at such certain days and places as you shall appoint, to call and cause the said witness to come before you, and her diligently examine on oath, and her examination into the circuit court aforesaid you distinctly and plainly set, together with this writ, enclosed, with all convenient speed.

Witness the honorable Roger B. Taney, chief justice of the supreme court of the United States, at Jackson, the 1st Mon- [L. S.] day in May, in the year of our Lord one thousand eight hundred and forty-eight, and in the 72d year of the independence of the United States of America.

Issued the 18th day of September, 1848.

W. H. BROWN, *Clerk*,
Per CHAS. H. ROGERS, *D. C.*

Deposition of Mary C. Eskridge.

CIRUIT COURT OF THE UNITED STATES,
For the southern district of Mississippi.

EDWARD P. FOURNIQUET and HARRIET, his wife, complainants, versus JOHN PERKINS, defendant. } In equity.

Mary C. Eskridge, a witness produced on the part of the defendant in the above cause, being duly sworn, deposes and says, that she knows the parties; that the deed, exhibit (A,) hereunto annexed, is a true copy of a deed of conveyance from her brother, B. S. Bynum and herself, to the defendant in this suit. It was made at "the Briers," his residence near Natchez, in April, 1829. He was our step-father and guardian, and had recently divided off and settled the estates of my father and mother amongst their four children according to the will of my mother. He also had given to her brother, B. S. Bynum, and herself each a tract of land in Claiborne county, Mississippi, and wishing to make a similar provision for his youngest step-daughter, Harriet, then at school, proposed to her brother and herself to relinquish, for this purpose, to him their interests in their father's Lake Concordia plantation. The deed of conveyance was from her brother and herself to the defendant, leaving it with himself to carry out his intention to Harriet. The design for securing a tract of land for Harriet was the defendant's, not theirs; they conveyed their rights to him, leaving it with him to carry out his intentions towards her. The consideration of $1,000 for the land was merely nominal; they did not receive any thing for it. They conveyed the land to defendant as his own, knowing his intentions were to appropriate it for the benefit of his step-daughter. The defendant expressed his desire and intentions to provide land for

Harriet's establishment, as he had done for her brother and herself. She does not believe defendant set much value on the Lake land above mentioned. It had been abandoned after his marriage to her mother, being subject to overflows and thought unhealthy.

She does not know that the defendant consulted with her brother, but she has no doubt he expressed to him fully his views and plans in providing separate establishments for each of them; her brother, B. S. Bynum, had received from defendant the tract of land called Long Branch, in Claiborne county, Mississippi; was residing there and improving it with his own negroes, hers, and Harriet's, now Mrs. Fourniquet; in view of defendant's wishes for Harriet, my brother conveyed to defendant his one-fourth interest in their father's Lake Concordia plantation; Harriet was then at school at Baltimore, and aged about fifteen years; the defendant was her guardian; she does not know that Benjamin suggested to the defendant the propriety of delaying to make the title to Harriet until she was of age or settled in the world; the defendant did receive in his own name, and as his own, the portion of the Lake Concordia plantation belonging to her brother and herself; the $1,000 was never paid to them for it, being considered merely a form of words; she does not know that her brother continued under the belief that Harriet was to receive the said 520 acres of land up to the time of his death; Harriet was at Baltimore when exhibit A was executed, and remained there until the time of her brother Benjamin's death; the defendant was Harriet's guardian, and sanctioned the exchange of what Mr. Ewing considered his wife's interest in Long Branch for Harriet's one-fourth in the Lake Concordia plantation; the deed of Mrs. Ewing's claim in Long Branch was made to Harriet and my husband jointly; my husband paid to Harriet, now Mrs. Fourniquet, exactly one-half of the money for which Mr. Ewing soon sold the land; she believes it was $1,200; she has no papers here to consult about it; her husband having purchased the half of Ewing's claim, owned one-half of *of* the whole tract of Long Branch, and Harriet one-half; Harriet, if she had received the share of Benjamin and herself in the Concordia lands, in addition to her quarter interest therein, would have had about 780 acres; she does not know whether Harriet was advised by the defendant that he held for Harriet's use, as derived from her brother and herself, 520 acres in addition to her 260 acres; she is not sure that her father's Concordia estate was valued at $10,000 in the inventory made by the defendant in 1827; has no papers relating to it; the inventory will show; she thinks the Singleton claim, which Harriet and her husband received from the defendant, was a donation, and supposes they so received it; thinks it comprises upwards of 300 acres; the land given by defendant to the claimants in this suit was a portion of an undivided tract in possession of Singleton, lying in Claiborne county, adjoining the above mentioned tract called Long Branch; she further states that Long Branch had been given to B. S. Bynum by the defendant, on certain conditions, binding the succession in case Benjamin died without issue to her sister Harriet and herself; upon her

husband, Mr. Eskridge, devolved the settlement of her mother's estate; Mr. Ewing, in right of his wife, claimed an equal interest with herself and sister H. in the land; thinking it might become a matter of tedious litigation and expense and bad feeling, it was agreed to purchase out Mr. Ewing's claim jointly for her sister and herself, and as the interest of the family seemed centering in Claiborne county, her sister Harriet's portion of the Lake Concordia land was offered to Mr. Ewing for his claim in Long Branch, which he accepted, and her husband paid him for the worth of said land.

MARY C. ESKRIDGE.

Sworn to and subscribed, Oct. 7th, 1848, before me.

JOHN T. ROBINSON,
Mayor of Princeton.

I, John T. Robinson, mayor of the borough of Princeton, in the State of New Jersey, do certify, that the deposition of Mrs. Mary C. Eskridge, a witness produced on part of the defendant in the above stated cause, and residing in the State of New Jersey, was this day taken de bene esse before me, in the said borough of Princeton; that the said Mary *B.* Eskridge, was by me carefully examined, and cautioned, and sworn to testify the whole truth, and that she did subscribe the testimony by her given after the same was reduced to writing by me; and I have this day sealed up the said deposition and exhibit, and directed the same to the judge of the circuit court of the United States, for the southern district of Mississippi.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the borough of Princeton, this 7th day of October, A. D. 1848.

JOHN T. ROBINSON, *Mayor.*

Copy of exhibit A.

Benjamin S. Bynum and Mary C. Bynum to John Perkins, conveyance.

This indenture, made this first day of April, in the year of our Lord one thousand eight hundred and twenty-nine, between Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, his sister, of the Briers, near Natchez, in the county of Adams, and State aforesaid, two of the heirs and legal representatives of the estate of the late Benjamin Bynum, of the parish of Concordia, Louisiana, deceased, of the first part, and John Perkins, of the Briers, in the county and State aforesaid, of the second part, witnesseth: That for and in consideration of the sum of one thousand dollars, by the said party of the second part, to the said party of the first part in hand paid before the ensealing and delivering of these presents, the receipt of which the said party of the first part do hereby acknowledge, and themselves to be thereunto fully paid and satisfied, the said party of the first part hath

bargained and sold, alienated, and enfeoffed, and by these presents doth give, grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all the estate, right, title, interest, claim, and demand, in and to a certain undivided tract of land, situate, lying, and being in the parish of Concordia, and State of Louisiana, on Lake Concordia, adjoining lands on one side of William Blunt, esq., and lands on the other belonging to the heirs of the late Philip Hill, deceased, containing one thousand and forty acres, be the same more or less, which said undivided interest and claim of land amounts to one-half of the aforesaid tract of land, situate as aforesaid, which the said party of the first part conveys and confirms unto the said party of the second part, his heirs and assigns, together with all and singular the buildings and improvements, ways, waters, watercourses, rights, members, privileges, advantages, and appurtenances thereto belonging, or in anywise appertaining, and all the estate, right, title, and interest, trust, property, claim, and demand whatsoever, at law or in equity, of them, the said party of the first part, in and to the same.

To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the party of the second part, his heirs and assigns, to the only proper use of the said party of the second part, his heirs and assigns, forever.

In testimony whereof the parties aforesaid have hereunto set their hands and affixed their seals, the day and year first above written, one granting and the other at the same time accepting by these presents.

BENJ. S. BYNUM, [SEAL.]
MARY C. BYNUM, [SEAL.]
JOHN PERKINS. [SEAL.]

In presence of—
JOHN P. FURNESS,
JNO. D. SMITH.

STATE OF LOUISIANA,
Parish of Concordia, ss.

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furness, of Adams county, State of Mississippi, and being duly sworn, he declared and says that he was present and did see Benjamin S. Bynum, Mary C. Bynum, and John Perkins, execute the foregoing instrument of writing, the day and year therein mentioned, and that he, this deponent, and John D. Smith, signed their names thereto, as witnesses in attestation thereof.

JOHN P. FURNESS.

Sworn to and subscribed this 30th day of May, 1839.

GEORGE S. GUION,
Parish Judge.

STATE OF LOUISIANA,
Parish of Concordia.

I, Alexander C. Hunter, recorder in and for the parish of Concor-

dia, do hereby certify, that the above and foregoing is a true and correct copy as appears of record in my office.

[L. S.] Witness my hand and seal of office, at Vidalia, this 26th day of July, A. D. 1848.

A. C. HUNTER, *Recorder*,
By ZEBULON ZOOK, *D. R.*

A true copy—

JOHN T. ROBINSON,
Mayor of Princeton.

(*Deposition of Aylette Buckner.*)

E. P. FOURNIQUET and Harriet, his wife,
vs.
JOHN PERKINS.

In the U. S. circuit court, to May term, 1849, in chancery.

Interrogatories to be propounded to Aylette Buckner, a witness to be examined on the part of defendant, before W. P. Mellen, U. S. commissioner, at his office, in Natchez.

1. Do you know the parties to this suit?

2d. Do you know the Long Branch plantation, in Claiborne county, and did you not purchase the same of the Commercial bank, of Natchez?

3d. When did you purchase it, and for what price?

H. S. EUSTIS,
For defendant.

E. P. FOURNIQUET and wife,
vs.
JOHN PERKINS.

United States circuit court, for the southern district of Mississippi, in chancery sitting.

The complainants, saving and reserving to themselves all manner of legal exceptions to the interrogatories propounded, on the part of the respondent, to Aylett Buckner, specially except to the same as going to establish by parol a sale or transfer of real estate. Also object to the same as irrelevant and impertinent to the issue.

Complainants propound the following interrogatories:

1st. Are you fully aware of the circumstances which induced Fourniquet and his wife to sell to the Commercial bank their interest in the Long Branch plantation, with its stock, negroes, &c., &c., belonging thereto? State if the sale was or not made at a very much higher price than you or any other person would have given for the same in cash. Was or not the purchase made by the bank for the purpose of relieving a large amount of protested paper of doubtful character, on which Fourniquet was responsible?

2d. Was there or not in addition to the Long Branch lands, negroes, stock, &c., and some four or five thousand acres of other lands in Claiborne county, transferred to the bank by Fourniquet at the same time and by the same sale?

3d. When you purchased the said Long Branch, was it or not your chief object to get possession of the force of negoes belonging thereto; was or not the purchase made by you on a credit, and was not that credit one of the inducements in your said purchase; would you have purchased the land alone; was the price you paid for the land, negroes, stock, &c., any criterion as to the value of the land?

4th. Have you sold the Long Branch lands, or offered to sell them; if yea, at what price; what number of acres were there cleared, and what improvements were there on said land when you purchased; had the Long Branch lands been improved when you purchased; what would they have been worth per acre, cash?

5th. As you know the Singleton tract of land adjoining Long Branch, what would you have considered its value per acre, in or about the year 1833; in making your estimate, [did you] consider the property as in possession of adverse claimants, and the purchase only to be established by a suit at law and in ejectment?

6th. Have or not Fourniquet and wife ever obtained possession of any part or portion of the said Singleton land; does or not Singleton's representatives still hold possession of said tract of land?

7th. Did you ever hear the defendant say, or Fourniquet say in defendant's presence, that he, (the defendant) had given to Fourniquet and wife, an interest he claimed in the said Singleton tract of land? State particularly if the defendant did not, by his conversations on the subject, induce the belief that he had been very liberal towards Fourniquet and wife, and the other heirs of his first wife, by giving them large tracts of land in Claiborne county, and particularly to Fourniquet and wife the said Singleton claim.

8th. Do you know, or can you set forth, any other matters or thing that will be of advantage to the complainants or respondents? If yea, set forth the same as fully and at large as if particularly interrogated thereto?

E. P. FOURNIQUET.

UNITED STATES OF AMERICA,
Southern district of Mississippi,
City of Natchez, sct.

Be it remembered, that on this eighth day of May, in the year of our Lord one thousand eight hundred and forty-nine, before me, William P. Mellen, a commissioner duly appointed on the 8th day of November, A. D. 1848, by the circuit court of the United States, in and for the southern district of Mississippi, according to an act of Congress "for the more convenient taking of affidavits and bail in civil cases depending in the circuit courts of the United States," passed February 20th, 1812; and an act in addition thereto, passed March 1st, 1817;

and an act to establish the judicial courts of the United States, passed September 24th, 1789, personally appeared Aylette Buckner, a person of sound mind, and lawful age, a witness for the defendant in a civil suit, now depending in the circuit court of the United States, in and for the southern district of Mississippi, wherein E. P. Fourniquet, and Harriet, his wife, are plaintiffs, and John Perkins is defendant. And the said witness being by me duly sworn to testify the whole truth, did depose as follows, in answer to the interrogatories hereunto annexed, filed by defendant, to wit:

To 1st interrogatory witness answers: I do.

To 2d interrogatory witness answers: I know the Long Branch plantation in Claiborne county; that I, in conjunction with John Hunsicker, purchased a portion of said plantation in 1841, as well as I can recollect, from the Commercial bank of Natchez; that the portion so purchased was about five hundred and twelve acres, together with the stock of negroes, &c., for the sum of forty thousand dollars; that in the said purchase the land was understood to be put in at thirty dollars per acre.

To the 3d interrogatory witness answers: I have answered under the last interrogatory what is required by this.

To the first cross interrogatory hereto annexed, filed by the plaintiffs, the witness answers: The sale of the above mentioned property to the Bank was, as witness believes, at a much higher price than it would have sold for in cash, inasmuch as the property was transferred to the Bank to relieve a large amount of paper then under protest, on which M. P. Fourniquet was responsible, but whether said paper was of doubtful character or not, witness does not know.

To the 2d cross interrogatory witness answers: In addition to the Long Branch land, stock, &c., witness believes there were about three thousand acres of land in Claiborne county also transferred by plaintiffs to the bank.

To 3d cross interrogatory witness answers: In making the aforesaid purchase, it was my chief object to get possession of the negroes on the Long Branch place; said purchase was made on a credit, which credit was an inducement in making the purchase; I would not have purchased the land alone; the price given for the land, negroes, stock, &c., I do not believe was a fair criterion of the value of the land.

To 4th cross interrogatory witness answers: I have not sold my interest in the land at Long Branch, but have offered to sell it at a cash price of ten dollars per acre; but owing to the great depreciation of the value of land in that neighborhood, I have not been able to sell it. There was but one hundred and fifty acres of cleared land on the portion which I purchased, and the improvements were a small dwelling house and two out-houses; I do not consider the land at Long Branch enhanced in value by the improvement, as I would rather have it timbered than cleared in that neighborhood.

To 5th cross interrogatory witness answers: I, not knowing any thing about the land in question at that time, do not know any thing about

its value. In making a purchase of real estate, I would not purchase a law suit with it.

To 6th cross interrogatory witness answers: I do not know that Fourniquet and wife have ever had possession of any portion of the Singleton tract of land, but I believe that it is in possession of Humphries and McAlpin, who hold, as witness has been informed, under the will of Singleton.

To 7th cross interrogatory, witness answers: I have an indistinct recollection of having heard defendant say that he had transferred to Mr. Fourniquet and his lady his interest in the Singleton tract of land, but on what terms or conditions I do not remember; I think the impression created in my mind was, that Judge Perkins had been or was liberal to the plaintiffs, inasmuch as he complained bitterly of having been sued by them.

To 8th cross interrogatory witness answers: I know nothing farther in relation to the matter, material either to plaintiff or defendant.

AYLETT BUCKNER.

UNITED STATES OF AMERICA,
Southern district of Mississippi, city of Natchez.

I, William P. Mellen, a commissioner, duly appointed on the 8th day of November, A. D. 1848, by the circuit court of the United States, for the southern district of Mississippi, according to an act of Congress for the more convenient taking of affidavits and bail in civil causes depending in the circuit courts of the United States, passed February 10th, 1812, and an act in addition thereto, passed March 1st, 1817, and an act to establish the judicial courts of the United States, passed September 24th, 1789, do hereby certify, that the reason for taking the foregoing deposition is, and the fact is, that the witness lives in Natchez, State of Mississippi, more than one hundred miles from Jackson, State of Mississippi, the place of trial of the cause for and in which said deposition is taken and is necessary.

I further certify, that on this eighth day of May, A. D. one thousand eight hundred and forty-nine, I was attended by the witness, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of witness, and after carefully reading the same to the witness he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing, and transmitting the same with my own hand to the court for which the same was taken.

I further certify, that I am not of counsel or attorney to either of the parties in said deposition and caption named, or in any way interested in the event of said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

WM. P. MELLEN, [SEAL.]
U. S. comm'r, circuit court, U. S., for the Southern district of Mississippi.

(*Deed from Fourniquet et Ux., to John Henderson.*)

Whereas John Henderson, formerly of Wilkinson, now of Hancock county in this State, had heretofore, by virtue of the authority granted to E. P. Fourniquet, of Natchez, by powers of attorney filed in the Planters' and Commercial Banks, at Natchez, became the drawer and endorser of divers bills of exchange and promissory notes, executed to and for the exclusive use and benefit of the said Fourniquet, and negotiated in the two several banks aforesaid, and which are there yet remaining unpaid, to wit, in the Commercial Bank of Natchez, the following bills of exchange, believed to be correctly described in the following table, viz:

	Drawer.	1st indorser.	2d indorser.	Drawee.	Amount.
	E. P. Fourniquet	John Henderson	R. L. Throckmorton.	L. J. Fourniquet, N. O.	$5,198 74
48	Do.	Do.	Chas. A. Lacoste	Do.	5,154 63
117	Do.	Do.	Do.	Do.	5,154 63
156	Do.	Chas. A. Lacoste	John Henderson	Do.	6,773 35
517	John Henderson	E. P. Fourniquet	C. A. Locoste & T. Stanton	Do.	16,907 90
601	E. P. Fourniquet	John Henderson	F. Stanton	Do.	10,150 00
677	Do.	Do.	C. A. Lacoste	Do.	8,802 50
	Do.	T. G. Ellis	John Henderson	Tho. Biddle & Co. Philadelphia.	10,000 00
					$68,070 15

All of which are at this present [time] due and under protest; and in the Planters' Bank of the State of Mississippi, at Natchez, the following described promissory notes, viz:

Drawer.	1st indorser.	2d indorser.	Amounts.
E. P. Fourniquet	John Henderson.	F. Stanton - -	$14,664 85
Do.	Do.	Do. - -	3,000 00
Do.	F. Stanton.	John Henderson & L. J. Fourniquet	8,301 20
Do.	Do.	Do.	1,673 00
Do.	John Henderson.	- - -	2,782 40
Do.	Do.	- - -	600 00
			$31,021 45

All of which last mentioned notes are due and payable on the 3d of August, 1838; and whereas it is expected that said bills of exchange and promissory notes will be renewed and subject to certain curtails (and terms to be stipulated for,) will be continued by notes and liabilities to be hereafter executed in substitution for a term of years, during which it is contemplated that the name and responsibility of said Henderson, in a relation somewhat correspondent to that which it now bears on the before described bills and promissory notes will be contained.

Now, this indenture witnesseth, that in consideration of the premises, above recited, and of one dollar to us, the said Edward P. Fourniquet and Harriet, his wife, in hand paid by the said Henderson, the receipt, of which is hereby acknowledged, we grant, bargain, and sell, and by these presents have granted, bargained, and sold, remised, released, and forever quit claimed, to the said John Henderson, all our equal undivided half part of that certain plantation situated on the bayou Pierre, in the county of Claiborne, in this State, usually called Long Branch, and bounded as follows, to wit, on the north by lands of William R. McAlpin; on the west by lands claimed by John G. Singleton and others, (and now in controversy at the suit of the said E. P. Fourniquet;) on the south by the bayou Pierre; and east by the lands of, being part of the Lyman Mandamus, and formerly owned by Benjamin S. Bynum, who obtained it from John Perkins, esq., and supposed to contain nine hundred and twenty-four acres, (more or less;) together with an undivided half of all the following named slaves, on and belonging with said plantation, viz., Judy, Juno, Lear, Celley, Hagar, Armstead, Caroline, Harriet, Lucy, Yellow Betty, Leander, July, Hannah, Charity, Lydia, Andrew, Little George, Thornton, Edward, Carey, Big Andrew, Richard, Eliza, Parker, Big Jim, Aleck, Yellow Jack, Black Jack, Abraham, Peter, Big George, Little Simon, Little Jim, Charles, William, Moses, Ephraim, Jacob, Billy, Robert, Henry, Sally, Rose, Edmund, Big Betty, Selina, Maria, Rose, Davidson, Rachel, Little Betty, Tamar, Little Lucy, Fanny, Rose, Goodin, Ellen, Catharine, (above are cotton pickers;) children, Miles, Martha, Charles, Licia, French, Mary, Sarah, Keziah, Fagins, Harriet, Harry, Claiborne, Anny and Betsey, and the house servant Dinah, being in all seventy slaves; together with all the horses, mules, cattle, and stock of all kinds, and all wagons and farming utensils of whatever kind, with all the increase of said slaves and stock, and all the improvements, hereditaments and appurtenances, of the said plantation.

To have and to hold the said undivided moiety thereof, to him, the said Henderson, and to his heirs and assigns, forever; in trust however, and for the use and purposes following, viz., to hold the same in full fee until all the said bills of exchange and promissory notes specified, and all those which may be executed in renewal thereof successively, (and on which the said Henderson's name shall be continued,) shall be fully satisfied and discharged, or until said Henderson's responsibility on the said debts, as now existing, or as they in succession may hereafter exist, shall be released and discharged in any other manner; provided, also, that whenever said Henderson shall be compelled to pay or otherwise to provide for said debts, or any part thereof, or when in his judgment and discretion he shall deem it prudent and necessary for his own protection so to do, he may, and is hereby, fully empowered to sell all or any part of such real and personal estate, either at public or private sale, and on such terms as he may prescribe, and the proceeds of such sale, after payment of costs and charges, duly appropriate to the discharge of any or all such debts as aforesaid as he may be

liable for, and in such order and manner as he may deem best, he duly accounting for all such proceeds to the said E. P. Fourniquet: Provided, also, that in case the said Henderson should die before the purposes and object of this trust be fulfilled, then all the right, title, power, and interest, hereby vested in said Henderson, shall vest and enure to his executor or administrator, and unto his legal representatives successively, till the purposes aforesaid be accomplished; and it is finally stipulated that, whenever the said Henderson (or his estate if he be dead,) shall be discharged and acquitted from all the liabilities aforesaid as existing, or hereafter to exist, that then the estate, real and personal, as above conveyed, which may be remaining unsold and unappropriated to the discharge of the debts aforesaid, shall, by the said Henderson, or his executor, or other legal representative, be reconveyed and relinquished to the said Edward P. Fourniquet, or his heirs, or to the said Harriet, if she shall be then surviving the said Edward.

In testimony whereof the said parties *hath*, grantor and grantee, have hereunto set their hands and affixed their seals respectively, this sixteenth day of October, 1837.

Witness present. E. P. FOURNIQUET, [SEAL.]
H. J. FOURNIQUET, [SEAL.]
JOHN HENDERSON. [SEAL.]

STATE OF MISSISSIPPI,
Hancock county.

Personally appeared before me, John S. Brush, clerk of the circuit court of Hancock county, the above named John Henderson and Edward P. Fourniquet, who acknowledged respectively that they each and severally signed, sealed, and delivered the foregoing instrument as their and each of their act and deed, and for the objects and purposes therein expressed. Also, at the same time and place, appeared likewise the said Harriet Fourniquet, wife of the said Edward, who being first examined by me privately and apart from her said husband, acknowledged that she signed, sealed, and delivered the above and foregoing trust conveyance as her act and deed, and for the objects and purposes therein expressed, freely and without any threats, fear, or compulsion, of her said husband.

Received for record 23rd February, A. D. 1839, and truly recorded.
JOHN WETHERALL, *Clerk*,
By ATER DAVIS, *D. Clerk*.

Given under my hand and seal of said county, this 18th day of October, 1837.

[SEAL.] JOHN S. BRUSH, *Clk.*

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, Fred'k J. Poor, clerk of the probate court [in] and for said county,

do hereby certify, that the foregoing transcript of two pages and a part of this, contains a true and correct copy of a deed of trust from E. P. Fourniquet and wife to John Henderson, as the same appears of record, in book S, pages 236, and –'7, and –'8, in my office.

Given under my hand [and] seal of office, at Port Gibson, this 30th of November, A. D. 1848.

FRED. J. POOR, *Clk.*,
By JNO. W. MURPHY, *D. C.*

Deed from J. Henderson et al. to Commercial Bank, Natchez.

Whereas Edward P. Fourniquet and Harriet, his wife, of the county of Claiborne, and State of Mississippi, did, by deed bearing date the 16th day of October, 1837, and recorded in book S, pages 236, –'7, and –'8, of the records of deeds in the clerk's office of the probate court of said county of Claiborne, convey to John Henderson, of the county of Hancock and State aforesaid, the one undivided moiety of land, negro slaves, and other property, hereinafter described, in trust, and with full power to the said Henderson, his executors and administrators, to sell and dispose of the same, and to apply the proceeds of the sale to the payment and discharge of any of the bills of exchange and notes mentioned in said deed, and upon which said Henderson was endorser for said Fourniquet. And whereas the Commercial Bank of Natchez is the holder and owner of the five following bills of exchange mentioned in the said deed, to wit: one for five thousand one hundred and fifty-four $\frac{62}{100}$ dollars, endorsed by said Henderson and C. A. Lacoste; the second for the sum of six thousand seven hundred and seventy-three $\frac{34}{100}$ dollars, endorsed by Charles A. Lacoste and John Henderson; the third for the sum of ten thousand one hundred and fifty dollars, endorsed by John Henderson and Frederick Stanton; the fourth for eight thousand eight hundred and two $\frac{60}{100}$ dollars, endorsed by said Henderson and C. A. Lacoste; and the fifth for the sum of ten thousand dollars, endorsed by Thos. G. Ellis and John Henderson; which five bills of exchange, with the interest and protest fees thereon, amount, at the date of these presents, to the sum of $50,845 $\frac{11}{100}$, after deducting $1,537 45 settled this day, due and owing to said Commercial Bank of Natchez, as aforesaid. And the said Commercial Bank of Natchez having agreed with the said John Henderson to purchase and receive the real estate, hereinafter described, in payment of the above described five several bills of exchange, in pursuance of said deed, and with the concurrence, also, of the said Edward P. Fourniquet and his said wife. Now, this conveyance witnesseth, that for and in consideration of the premises and of the said sum of fifty thousand eight hundred and forty-five $\frac{11}{100}$ dollars, paid to the said John Henderson and Edward P. Fourniquet and Harriet, his wife, by the cancelling of the above *of the above* described five several bills of exchange, and the discharge of said debt as aforesaid, which is herewith done, they, the said John Henderson, Edward P. Fourniquet, and Harriet J. Fourniquet, his wife, have

granted, bargained, sold, conveyed, and delivered, and do, by these presents, grant, bargain, sell, alien, convey, and deliver, unto the said Commercial Bank of Natchez, her successors and assigns, all their one equal undivided half part of that certain plantation of land, situate on the bayou Pierre, in the said county of Claiborne and State of Mississippi, and usually called "Long Branch," and bounded as follows, to wit, on the north by lands of William R. McAlpine, on the west by lands claimed by John G. Singleton and others, south by the said bayou Pierre, and east by other lands; and formerly owned by Benjamin S. Bynum, who obtained it from John Perkins, and being part of the Lyman Mandamus, and supposed to contain nine hundred and twenty-four acres, more or less; being the same undivided half part of said plantation and tract of land conveyed by said Fourniquet and wife to said Henderson, by deed, as herein before recited; and all the estate, right, title, and interest of the said John Henderson, Edward P. Fourniquet, and Harriet J., his wife, and each of them, in and to said tract or plantation of land, together with the appurtenances and every part and parcel thereof; and also the undivided half part or moiety of the seventeen work oxen now on said Long Branch plantation of land, of the eighteen horses, the stock of hogs estimated at about eighty, of the one wagon, and one ox cart, and of the other farming utensils, tools, and implements, corn, fodder, and potatoes, upon said plantation, and belonging to it; also the following thirty-nine negro slaves for life, now upon said plantation, to wit: Lydia, Eliza and her children, Mary, Nance, and Margaret, Carey, Betsey and children, Catherine, Joe, George, Cooper, Andrew, Thornton, Yellow Jack and his wife, Julia, Selina and her children, Ary and Susan, Alick and his wife, Leanor and her child, Frank, Simon, Jane, Rachel and her children, Harry and a baby, Little Betsy and her children, Claiborne and a girl, Jacob, Hager, Parker and his wife, Betty, Hannibal, Jim and his wife Rose, William, Mose, Edward and his children, Charles, Myers, and Lucinda: To have and to hold the above described and herein conveyed thirty-nine negro slaves, and said herein and hereby conveyed undivided moiety of the above described plantation and tract of land, and the undivided moiety of said oxen, horses, hogs, ox cart, ox wagon, farming utensils, implements, tools, corn, fodder, and potatoes, upon and belonging to said plantation, unto the said Commercial Bank of Natchez, her successors and assigns forever. And the said John Henderson and Edward P. Fourniquet do jointly and severally covenant and agree, with the said Commercial Bank of Natchez, that they, the said Henderson and Fourniquet, and each of them, and each of their heirs, executors, and administrators, will warrant and forever defend, unto the said Commercial Bank of Natchez, her successors and assigns, the herein conveyed aforesaid moiety of said plantation and tract of land, with the appurtenances, against the claims and demands of all persons whomsoever, claiming or to claim the same or any part thereof, legally or equitably; and will also warrant and defend the title to the said ne-

gro slaves to said Commercial Bank of Natchez, her successors and assigns, against all persons whomsoever.

In testimony whereof the said John Henderson, and Edward P. Fourniquet and Harriet J., his wife, have hereunto set their hands and seals this twenty-ninth day of October, A. D. eighteen hundred and forty.

JOHN HENDERSON, [SEAL.]
E. P. FOURNIQUET, [SEAL.]
H. J. FOURNIQUET. [SEAL.]

THE STATE OF MISSISSIPPI,
Adams county, sct.

Personally appeared before me, Ralph North, clerk of the probate court of said county, the foregoing named John Henderson, who acknowledged that he signed, sealed, and delivered the foregoing deed to the Commercial Bank of Natchez, on the day and year therein named, as his own act and deed.

[L. S.] Given under my hand and the seal of said court, the 29th day of October, A. D. 1840. RAL. NORTH, *Clerk*.

THE STATE OF LOUISIANA,
City of New Orleans.

Before me, Francis X. Martin, one of the judges of the supreme court of the State of Louisiana, at the city of New Orleans, personally came Mrs. Harriet J. Fourniquet, wife of Edward P. Fourniquet, and whose signature is affixed to the foregoing instrument of conveyance, and whom the said Harriet, being first examined by me separately and apart from her said husband, acknowledged that she signed, sealed, and delivered the said instrument of conveyance, as her act and deed, on the day and year therein mentioned, and for the object and purposes therein expressed, freely and without any fear, threats, or compulsion of her said husband.

Given under my hand and seal, at the said city of New Orleans, this fifth day of November, A. D. 1840.

F. X. MARTIN, *J. S. C.* [SEAL.]

THE STATE OF MISSISSIPPI,
Adams county.

Personally appeared before me, Ralph North, clerk of the probate court of said county, the foregoing named E. P. Fourniquet, who acknowledged that he signed, sealed, and delivered the foregoing deed to the Commercial Bank of Natchez, on this 23d day of November, 1840, as his own act and deed.

[L. S.] Given under my hand and seal of said court, the 23d November, A. D. 1840. RAL. NORTH, *Clerk*.

Received for record 26th November, 1840, and truly recorded.
FREDERICK J. POOR, *Clerk*.

THE STATE OF MISSISSIPPI,
County of Claiborne, ss.

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript of two pages and a part of this contains a true and correct copy of a deed, from John Henderson and others to the Commercial Bank of Natchez, as the same appears of record in my office, in book U, pages 381, '2 and '3.

[L. S.] Given under my hand and seal of office, at Port Gibson, this 30th day of November, A. D. 1848.

FREDERICK J. POOR, *Clerk*,
By JNO. W. MURPHY, *D. C.*

(*Deed from John Perkins to Benj. S. Bynum.*)

This indenture, made and entered into this first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, between John Perkins, of the county of Adams, and State of Mississippi, of the one part, and Benjamin S. Bynum, of the county of Claiborne, State aforesaid, step-son to me, the said John Perkins, of the second part, witnesseth: That the said party of the first part, for and in consideration of the natural love and affection which he hath for the said party of the second part, and other good and sufficient causes and considerations him hereunto moving, hath given, granted, aliened, released, and confirmed, and by these presents doth give, grant, alien, release, and confirm, unto the said party of the second part, his heirs and assigns, all that plantation called Long Branch, being that tract or parcel of land situate in the county of Claiborne and State of Mississippi, on the bayou Pierre, and bounded as follows, to wit: On the north by lands of William R. McAlpine, on the west by lands owned by John G. Singleton and the said party of the first part, on the south by the bayou Pierre, and on the east by lands unknown, being part of the lower half of Lyman's Mandamus, and purchased by the said party of the first part from John Patterson and wife, and Richard Grimes and wife, and more particularly described in a survey made by William Davis, dated February 23d, 1829, and hereunto annexed, containing by estimation nine hundred and twenty-four acres, be the same more or less.

To have and to hold the above described tract and parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use of him and them forever; provided always, that notwithstanding, nevertheless, and upon the following conditions, to wit, the said party of the second part shall die without lawful issue, this deed shall operate as a conveyance of the premises herein described to Mary C. Bynum and Harriet J. Bynum, sisters of the said Benjamin S. Bynum, and their children, to the exclusion of all others; and if the Mary and Harriet shall also die without issue, then to John and William Perkins, the sons of the said party of the first part; and

provided, also, that if the said party of the second part, from any misapprehension, or with any view whatever, shall be induced to prefer any claim against the party of the first part, for any matter or thing whatever up to or previous to this time, then this deed shall be void. And it is further understood and provided, that if the said party of the second part wishes to sell or dispose of the said tract of land, he shall have full power and authority to do so; provided he vests the purchase money in other real estate, subject to the foregoing conditions and proviso; and the said party of the first, for himself, his heirs, &c., the said tract of land and premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, (subject to the foregoing conditions, limitations, and provisoes,) against himself and all persons claiming by, through, or under him, will warrant and forever defend, but against the claim or claims of no other persons whatever.

In testimony whereof the said John Perkins hereto sets his hand and affixed his seal, the day and year first above written.

JNO PERKINS. [SEAL.]

In the presence of—
JOSEPH SMITH,
JAMES NOULEN.

[For plat see original.]

References—A, a post from which a red oak bears N. 32° E. 41 links; black gum N. 65° W. 44; dogwood S. 19° W. 56. B, a post from whence a lynn bears N. 26° W. 15 lks.; lynn bears S. 57 W. lks. C, a post from whence a hickory bears N. 58 E. 40 links. D, a post from whence a sweet gum bears N. 29 W. 73 links, all of which reference trees are marked xiii.

THE STATE OF MISSISSIPPI,
Claiborne county, ss.

I, William Davis, county surveyor of the county aforesaid, do certify, that I have surveyed for John Perkins, esq., the Lyman Mandamus, a tract of land containing nine hundred and twenty-four superficial acres, which survey the foregoing plat truly represents.

Given under my hand, at Port Gibson, this 23d day of February, A. D. 1829.

WM. DAVIS, *Co. Surveyor.*

STATE OF MISSISSIPPI, *Adams county.*

John Perkins personally appeared before the undersigned, justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the annexed instrument for the purposes therein mentioned.

Witness my hand and seal, this 28th of May, A. D. 1829.

JAMES CARSON. [SEAL.]

Received for record June 8th, 1829, and truly recorded.

WM. DAVIS, *Clk.*

THE STATE OF MISSISSIPPI,
Claiborne county, ss.

I, John Wetherall, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript contains a true copy of the deed from John Perkins to B. S. Bynum, as the same appears of record in my office. Recorded in book K, pages 444, 445, 446, and 447.

Given under my hand and seal of office, this 14th day of January, A. D. 1839.

JOHN WETHERALL, *Clk.*,
By J. L. WESTON.

Abstract of judgment in case of—

R. B. JONES
vs.
E. P. FOURNIQUET.

STATE OF MISSISSIPPI, *Claiborne county.*

Pleas before the honorable Stanhope Posey, judge of the first judicial district of said State, at a circuit court began and holden at the court-house in and for the said county, on the 1st Monday and 5th day of October, A. D. eighteen hundred and forty-six.

Be it remembered that, on the 16th day of October, at the term of our court aforesaid, the following proceedings were had:

REUBEN B. JONES
vs.
MARY B. ESKRIDGE and E. P. FOURNIQUET.

This day came the plaintiff, by his attorney, and dismissed the suit as to the defendant, Eskridge; therefore let all process cease as to her; and the defendant, Fourniquet, failing to appear and plead, answer, or demur to this action; it is considered by the court, that the plaintiff recover of the said defendant, Fourniquet, damages; but as the court knows not what these damages are, ordered that a jury come to assess the same. Whereupon came the following jury, to wit: John D. Cooper, John Brown, John Crow, Thomas Parks, Noel Wells, R. M. Harrison, J. G. Martin, J. H. Tanner, John Miller, Chas. Ingran, E. H. Dorsey, R. Hudson; and the jurors aforesaid being elected, tried, and sworn, well and truly to assess damages herein, on their oath say, we, the jury, find for the plaintiff and assess damages at $506 55.

Therefore, it is considered by the court that the plaintiff recover of the said defendant Fourniquet the sum of five hundred and six dollars and fifty-five cents, the amount by the jury above found and assessed, with interest at the rate of six per centum per annum from this date, and costs of suit, and may have execution, &c. Whereupon, the 5th day of November, 1846, the clerk of our court aforesaid issued a writ of fieri facias, directed to the sheriff of Claiborne county, which, with the endorsements and returns thereon, is in the words and figures following, to wit:

Judgment was rendered in this case vs. Eskridge, 16th December, 1842, taken to high court of errors and appeals, and reversed January term, 1844.

The State of Mississippi, to the sheriff of Claiborne county, greeting:

We command you that, of the goods and chattels, lands and tenements, of Edward P. Fourniquet, late of your county, you cause to be made the sum of five hundred and six dollars and fifty-five cents, which Reuben B. Jones, lately in our circuit court of said county, hath recovered against him for his damages which he has sustained by reason of the non-performance of a certain promise and assumption by the said Fourniquet to the said Jones lately made, with interest on the said sum at six per centum per annum from the 16th day of October, one thousand eight hundred and forty-six, until paid; also the sum of thirty-nine dollars 12½ [cents] for his costs by him about his suit in that behalf expended, whereof the said Edward P. Fourniquet is convicted, as appears to us of record; and that you have the said moneys before the judge of our said court, on the first Monday of April next, to render the said Jones for his damages and costs aforesaid, and have then there this writ.

Witness the honorable Stanhope Posey, judge of the first judicial district of said State, the first Monday of October, one thousand eight hundred and forty-six, and seal of said office.

[L. S.]

Issued the 5th day of November, 1846.

DAN. McDOUGALL, *Clerk.*

Received 18th November, 1846.

R. M. MOORE, *Sheriff.*

By virtue of the within execution, I have this day, the twenty-eighth of November, A. D. 1846, levied on the following described property, as the property of the defendant, E. P. Fourniquet, to wit, a certain piece or parcel of land, lying and being in the county of Claiborne and State of Mississippi, in what is usually called the Lyman Mandamus, being the undivided interest purchased by John Perkins of a certain John Burns and wife, in and to a certain tract of one thousand acres, originally belonging to John Hartley, jun., deceased, adjoining lands of the late B. S. Bynum, dec'd, and conveyed to the said Edward P. Fourniquet by said John Perkins and wife, by deed dated December 28th, A. D. 1833, and recorded in the office of the clerk of the probate court of Claiborne county, in book N, page 526, 527, 528, levied on as the property of said Fourniquet, and will be sold to satisfy plaintiff's debt and all costs.

R. M. MOORE,
Sheriff of Claiborne county.

The lands described in the within levy was, after due and legal notice of time and place of sale having first been given, sold at the court-

house door, in Port Gibson, on Monday, the fourth day of January, A. D. 1847, when and where Mary B. Eskridge became the highest and final bidder, purchased the entire interest conveyed to said Edward P. Fourniquet by John Perkins and wife at the price of five hundred and sixty dollars and eighty-six and a half cents; which amount exactly satisfied the plaintiff's money, interest, and all costs of execution to which this return is attached. January 4th, 1847.

R. M. MOORE, *Sh'ff.*

Received plaintiff's money in full—$513 20.

H. T. ELLETT, *Att'y and assignee.*

Costs satisfied in full—$41 66. March 24th, 1847.

R. M. MOORE, *Sh'ff.*

REUBEN B. JONES
vs.
MARY B. ESKRIDGE and
E. P. Fourniquet.

Claiborne circuit court.

For value received I assign to H. T. Ellett all my interest in the above suit, and all money that may at any time be collected thereon. May 2, 1845.

R. B. JONES.

THE STATE OF MISSISSIPPI,
Claiborne county, ss.

I, Daniel McDougall, clerk of the circuit court in and for the said State and county, do hereby certify, that the foregoing three pages and this page contain a true copy of the judgment and the writ of fieri facias which issued upon the same in the case of R. B. Jones vs. E. P. Fourniquet, together with the sheriff's and all endorsements on said execution.

[L. S.] Given under my hand and seal of office, this 15th day of November, A. D. 1847.

DANIEL McDOUGALL, *Clerk.*

Deed from Sheriff Moore to Mary B. Eskridge.

This indenture, made and entered into this 4th day of January, in the year of our Lord eighteen hundred and forty-seven, between Richard M. Moore, sheriff of the county of Claiborne, and State of Mississippi, of the one part, and Mary B. Eskridge, of the other part, witnesseth: That whereas, by virtue of the following execution, issued out of the circuit court of Claiborne county, to the said sheriff directed and delivered, to wit, a writ of fieri facias in favor of Reuben B. Jones, against Edward P. Fourniquet, for the sum of five hundred and six dollars and fifty-five cents, with interest from the sixteenth day of October, one thousand eight hundred and forty-six, until paid, at the rate of six per

centum per annum; also, the sum of thirty-nine dollars and twelve and one-half cents costs, issued on the fifth day of November, A. D. 1846, by which said writs of fieri facias, above described, the said sheriff was commanded to make of the goods and chattels, lands and tenements, of the above named defendants, the said sum of money in said execution specified; and whereas, after the coming of said execution, to wit, on the 20th day of November, 1846, the said sheriff did levy the same on all the right, title, claim, and interest of the defendant, Edward P. Fourniquet, in and to the following described tract, piece, or parcel of land, to wit, a certain piece or parcel of land, lying and being in the county of Claiborne, and State of Mississippi, in what is usually called the Lyman Mandamus, being the undivided interest purchased by John Perkins of a certain John Burns and wife, in and to a certain tract of one thousand acres originally *originally* belonging to John Hartley, jun., deceased, adjoining land of the late B. S. Bynum, deceased, and conveyed to said Edward P. Fourniquet by said John Perkins and wife, by deed dated December the 25th, 1833, and recorded in office of the clerk of the probate court of Claiborne county, in book N, page 526, 527, 528.

And whereas the said Richard M. Moore, as sheriff of the county of Claiborne, and by virtue of said writ of fieri facias, and the said levy by him made as aforesaid, and after notice duly advertised by posting up notices at five different places in said county of Claiborne, did, on the 4th day of January, in the year of our Lord one thousand eight hundred and forty-seven, at the court-house door *of* in said town of Port Gibson, proceed to sell the said tract, piece, or parcel of land at public vendue to the highest bidder for cash, when and where the said Mary B. Eskridge, being the highest and last bidder, became the purchaser at the price of five hundred and sixty dollars and eighty-six cents.

Now, this indenture witnesseth, that the said Richard M. Moore, sheriff as aforesaid, in consideration of the premises, and of the said sum of five hundred and 86 $\frac{50}{100}$ dollars, to him in hand paid by the said Mary B. Eskridge at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey, and confirm, unto the said Mary B. Eskridge, her heirs and assigns, all the right, title, claim, interest and estate, that the said Edward P. Fourniquet has of, in, and to, the above described tract, piece, or parcel of land or ground, or had thereto at the time of the rendition of the judgment in which the above described execution has been issued, to said Mary B. Eskridge, her heirs; and to have and to hold the above described tract, piece, or parcel of land, so as aforesaid taken and sold by virtue of the execution aforesaid, unto her, the said Mary B. Eskridge, her heirs and assigns forever.

In testimony whereof I have hereunto set my hand, and affixed my seal in my official capacity, this the day and date above entered.

RICH'D. M. MOORE, [SEAL.]
Sheriff of Claiborne co.

The words "Martin A. Hopkins," being first erased in three places, and "Richard M. Moore," interlined.

Attest: H. T. ELLETT.

THE STATE OF MISSISSIPPI,
County of Claiborne, ss.

Personally appeared before the undersigned, clerk of the probate court in and for said county, the within named Richard M. Moore, sheriff of Claiborne county aforesaid, who acknowledged that he signed, sealed, and delivered the within deed (in his official capacity,) on the day and year therein written, as his act and deed.

[L. S.] Given under my hand and seal of office, at Port Gibson, this 24th day of March, 1847.

FREDERIC J. POOR, *Cl'k.*

Received for record 15th November, 1847, and truly recorded.

FREDERIC J. POOR, *Cl'k.*

THE STATE OF MISSISSIPPI
County of Claiborne.

I, Frederic J. Poor, clerk of the probate court in and for the said county, do hereby certify, that the foregoing transcript contains a true copy of a deed from Richard M. Moore, sheriff of said county of Claiborne, to Mary B. Eskridge, as the same appears of record in my office.

Given under my hand and seal of office, at Port Gibson, this 16th day of November, A. D. 1847.

FRED. J. POOR, *Cl'k.*

Release from Fourniquet and wife to John Perkins.

Received, Natchez, May 27th, 1834, of John Perkins, on settlement of all accounts, debts, dues, and demands whatever, up to the present day, one hundred dollars in full, having, on a previous occasion, received from him as the guardian of my wife, Mrs. Harriet J. Fourniquet, late Miss Bynum, all the estate, portion, and share which she inherited by the death of her late father, Benjamin Bynum, late of Concordia, Louisiana, deceased, or her mother, Mrs. Mary Perkins, of the county of Adams, and State of Mississippi, and brother, Benjamin S. Bynum, of the county of Claiborne, and State last aforesaid, deceased; and do by these presents, jointly with my said wife, release and forever discharge the said Perkins from all and every claim which she or either of us might or could have against him, the said Perkins, either as guardian, or otherwise, growing out of the estates aforesaid, or in any other manner or shape whatever, and forever exonerate him, by these presents, his heirs, executors, and administrators, therefrom. In witness whereof we have hereunto set our hands and seals, the day and year first above written, to wit, in the year of our Lord one thousand eight hundred and thirty-four, in the presence of Elijah Bell

and John E. Maddux, whose names are hereunto subscribed as witness hereunto. The said John Perkins being also personally present, and by these presents accepting.

E. P. FOURNIQUET, [SEAL.]
HARRIET FOURNIQUET, [SEAL.]
JNO. PERKINS. [SEAL.]

(Witnesses.) Signed, sealed, and delivered in the presence of—
ELIJAH BELL,
JNO. E. MADDUX.

STATE OF MISSISSIPPI,
Adams county.

Personally before me, Woodson Wren, a justice of the peace for the county of Adams, appeared E. P. Fourniquet and Harriet J. Fourniquet, his wife, and John Perkins, whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the same as their act and deed, on the day and for the uses and purposes therein mentioned.

Given under my hand and seal this 28th May, 1834.

WOODSON WREN, *J. P.* [SEAL.]

STATE OF MISSISSIPPI,
Adams county.

I, Fleming Wood, clerk of the probate court of the county aforesaid, do hereby certify, that Woodson Wren, whose proper signature is subscribed to the above acknowledgment, is, and was at the time of his subscribing the same, a justice of the peace in and for said county, duly elected commissioner and qualified as such, and that all his acts as justice of the peace are entitled to full faith and credit.

Witness my hand and official seal this 28th day of May, 1834.

[L. S.] F. WOOD, *Clerk.*

STATE OF LOUISIANA,
Parish of Concordia, ss.

I certify the within instrument of writing to be duly recorded in my office, in book H, at pages 21, 22.

In testimony whereof I have hereunto set my hand and seal of office, at Vidalia, this 30th January, A. D. 1837.

G. W. KEETON, *P. Judge.*

Agreement of counsel.

E. P. FOURNIQUET et Ux.
versus
JOHN PERKINS.

In the circuit court of the United States, for the southern district of Mississippi, at November term, 1848.

We, the solicitors on both sides, agree: 1st. That this cause be set

for hearing at the next May term of this court, as if ordered at rules. 2d. In the mean time commissions to take testimony to stand open, either party taking out his commission and naming his commissioner without an order from the judge. The usual notice to be given, that cross interrogatories may be filed. 3d. The answer of the defendant, John Perkins, with copies of exhibits annexed to it, being a copy of his answer, filed in the U. S. circuit court in La., to the bill filed against him by E. P. Fourniquet et ux. and Martin W. Ewing et ux., may be used as evidence by complainant in this case and also in No. 158. 4th. The transcript of sheriff's deed, showing sale of land under execution against E. P. Fourniquet, to be admitted as evidence.

H. S. EUSTIS, *Sol. for def't.*
JOHN HENDERSON, *Sol. for compl't.*

And afterwards, to wit, at the May term, 1849, of the court first aforesaid, to wit, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-nine, the following interlocutory decree was rendered in this cause in the words and figures, to wit:

EDWARD P. FOURNIQUET and HARRIET J. FOURNIQUET, his wife, versus JOHN PERKINS. } In equity.

Circuit court of the United States, for the southern district of the State of Mississippi, at May term, A. D. 1849.

And now at this term came on for final hearing the above entitled cause, before the honorable Samuel J. Gholson, judge of the district court of the U. States, for the district of Mississippi, and ex officio holding pleas in the said circuit court of the United States, and in this case sitting as chancellor.

And after hearing argument on both sides, the said court, the honorable Samuel J. Gholson presiding as aforesaid, being now sufficiently advised in the premises, doth order, adjudge, and decree, that the defendant, John Perkins, by a certain deed of conveyance of Benjamin S. Bynum and Mary C. Bynum, of date of 1st of April, A. D. 1829, did obtain title to about 520 acres of land, being the half part of a plantation situated in the parish of Concordia, State of Louisiana, without consideration on his part, and charged with a secret and confident trust, to and for the sole and exclusive use of Harriet J. Bynum, one of the complainants herein, now Harriet J. Fourniquet; and that in violation of said trust, said defendant held and controlled said land as his own property, and sold the same for the sum of three thousand five hundred dollars, ($3,500,) and converted the uses, profit, and price of said land to his own use and benefit.

Wherefore it is further ordered, that it be referred to Wm. H. Brown, the clerk of the court and master in chancery, to state and compute interest on said sum of $3,500 from the first day of April, A. D. 1829, at the rate of 8 per cent. per annum, up to the date of computation,

making annual rests, adding the interest to the principal each year, showing by said statement the aggregate amount of both principal and interest so computed, and that he report said statement without delay.

It is also ordered, that further consideration hereof be reserved till the computation so ordered be reported.

May 22, 1849. S. J. GHOLSON.

Commissioner's report.

To the honorable the circuit court of the United States, in and for the ninth circuit and southern district of Mississippi.

E. P. FOURNIQUET et Ux. vs. JOHN PERKINS. } In chancery.

William H. Brown, the commissioner appointed by a decree of this honorable court to compute and state the amount due complainants from defendant in the above stated case, begs leave to report:

That he has made the computation referred to him as above stated, and finds the amount due from defendant to complainants to be the sum of $16,496 61, said sum being composed of the amount claimed by complainants, $3,500, with interest at the rate of 8 per cent. per annum, with annual rests, adding the interest to the principal each year. Interest calculated from the 1st day of April, A. D. 1829, to the 22d day of May, 1849. Respectfully submitted,

W. H. BROWN,

May 22d, 1849. *Cl'k and Commissioner.*

Final decree.

E. P. FOURNIQUET et Ux. vs. JOHN PERKINS. }

In equity.—Circuit court U. States, for the southern district of Mississippi, at May term, 1849.

The computation of the master, previously ordered in this cause, having been returned into court, and by the court approved and confirmed, it is now, thereupon, further ordered, adjudged, and decreed, that the complainant, Harriet J. Fourniquet, together with her husband, the said Edward, in right of his said wife, but to her sole and separate use, do have and recover of said defendant the amount stated in said computation, viz., the sum of sixteen thousand four hundred and ninety-six dollars 61 cents, ($16,496 61,) to be paid to complainants by said defendant within thirty days hereafter, with legal interest from this date, or in default thereof that complainants have execution therefor.

It is further adjudged and decreed, that the complainants do recover of the defendant all their costs hereby in this suit incurred, and herein to be taxed.

May 22d, 1849. S. J. GHOLSON.

Agreement of counsel.

It is agreed between the parties on both sides, that in the event of a final decision *of a final decision* of this case by the court, at this term, either way, for complainants or defendant, that the party against whom said decree may be made, shall be considered as having prayed an appeal, and that the same had been allowed to him in open court. This agreement to be entered as equivalent to such prayer and allowance; and that such appeal may be executed at any time within three months from the date of said decree, upon giving such bond and security as required by law, to be approved of by Wm. H. Brown, clerk of said court.

Jackson, May 22d, 1849.

MAYES & CLIFTON,
Sol'rs for Perkins.
By C. R. CLIFTON.
JOHN HENDERSON,
Sol's for compl'ts.

(Endorsed)—"Agreement of solicitors in regard to appeal, filed May 22d, 1849.

W. H. BROWN, *Cl'k.*

UNITED STATES OF AMERICA,
Southern district of Mississippi, set.

Know all men by these presents, that we, John Perkins and Joseph E. Davies, are held and firmly bound unto Edward P. Fourniquet and Harriet J. Fourniquet, his wife, in the just and full sum of thirty-three thousand dollars, lawful money of the United States, to be paid to the said Edward P. Fourniquet and Harriet J. Fourniquet, his wife, their lawful attorney, executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the 15th day of June, A. D. one thousand eight hundred and forty-nine.

The condition of this obligation is such, that whereas, at a term of the circuit court of the United States, for the southern district of Mississippi, commenced and held at the city of Jackson, on the first Monday of May, A. D. one thousand eight hundred and forty-nine, a final decree was rendered by the said court, sitting in chancery, in favor of the said Edward P. Fourniquet and Harriet J. Fourniquet, his wife, complainants, against the said John Perkins, defendant, for the sum of sixteen thousand four hundred and ninety-six dollars and sixty-one cents, with legal interest from the twenty-second day of May, A. D. 1849, being the date of said final decree and costs of suit; and whereas the said John Perkins has prayed for and obtained an appeal therefrom to the Supreme Court of the United States, which appeal is granted upon his executing this bond according to law with the above named Joseph E. Davis as his security herein.

Now, if the said John Perkins shall prosecute his said appeal to effect, and shall well and truly pay and satisfy the amount of said decree, and all such damages, interests, and costs, as the said Supreme Court of the United States shall adjudge in the premises, if he, the said John Perkins, shall fail to make his plea good, then, and in that case, this obligation to be void, otherwise to remain in full force and virtue.

JNO. PERKINS, [SEAL.]
J. E. DAVIS. [SEAL.]

Witness—
BEN. HARDAWAY,
D. R. LENMAN.

STATE OF MISSISSIPPI,
Warren county, ss.

Personally appeared before me, Horace H. Miller, a commissioner for the county of Warren, and State aforesaid, for the U. S. circuit court for the southern district of Mississippi, the above named Jno. Perkins and Joseph E. Davis, who acknowledged that they signed, sealed, and delivered the foregoing instrument as their act and deed, and for the purposes therein contained; and also the above named security, Joseph E. Davis, made oath before me, as commissioner aforesaid, that he was, after the payment of all his debts and liabilities, security or otherwise, worth the sum of thirty-three thousand dollars, the penalty of the above bond, in visible property in this State.

In testimony whereof I have hereunto set my hand this 15th day of June, A. D. 1849.

HORACE H. MILLER,
Commissioner for the U. S. circuit court for the State of Mississippi.

(Endorsed.) Approved June 16th, 1849.
W. H. BROWN, *Clerk.*

UNITED STATES OF AMERICA,
Southern district of Mississippi,
Circuit court, U. S.

I, William H. Brown, clerk of said circuit court, do hereby certify, that the foregoing one hundred and seventy-five pages contain a true and complete transcript of the record of the papers, and proceedings, and decree in the suit therein stated, as the same now remains of record in my office.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of said court, at Jackson, this 12th day of November, A. D. 1849.

W. H. BROWN, *Clerk.*

UNITED STATES OF AMERICA,
Southern district of Mississippi.

Circuit court, United States.

E. P. FOURNIQUET et Ux.
vs.
JOHN PERKINS.

In the United States circuit court, for the southern district of Mississippi. In chancery.

It is agreed between the undersigned, solicitors for complainants and defendant in the above entitled cause, that an appeal was prayed for on the part of defendant in said cause, at the May term of said court, A. D. 1849, and allowed returnable to the December term of the Supreme Court of the United States then next following: And the same having been omitted by the clerk to be entered upon the minutes of the court, it is now agreed that the same shall now be entered by the clerk as part of the record and proceedings of said cause, as if entered at said May term, 1849, of said court.

Nov. 12th, 1849.

JOHN HENDERSON,
Sol. for complainant.
H. S. EUSTIS,
For defendant.

I, William H. Brown, clerk of said court, do hereby certify, that the foregoing is a true copy of the original agreement filed in my office in said cause.

Given under my hand and seal of said court, at Jackson, this 15th day of Nov., A. D. 1849.

[SEAL.]

W. H. BROWN, *Clerk*,
Per CHS. H. ROGERS, *D. C.*